



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL  
Held the 1st and 3rd Tuesday of Every Month  
Tuesday, November 19, 2024 \* 6:30 PM

### AGENDA

#### City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |  
District 3 Commissioner – Danny Otterbacher | District 5 Commissioner – Beth Lowell |  
District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Vice Mayor, Jason Carson-District 4
3. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
4. **Presentations**
  - a. PD Recognition Award - Wawa
  - b. FLC Announcement - Comm Frank Vertolli Completion of the Institute for Elected Municipal Officials
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
  - a. Approval of City Council Minutes - August 22, 2024
  - b. Approval of City Council Workshop Minutes - October 1, 2024
  - c. Approval of City Council Minutes - October 1, 2024
  - d. Approval of City Council Minutes - October 15, 2024
  - e. **Approval of Resolution No. 24-22** - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, PROVIDING AN EFFECTIVE DATE.
  - f. Approval of the 2020 Bond Proceeds Closeout
  - g. Approval of Amendment Standard Grant Agreement 23PLN26 Re: Comprehensive Vulnerability Assessment
  - h. Approval of Amendment 1 FDEP 22FRP106 Re: Sol Avenue Rebuild Project
6. **Unfinished Business**
  - a. Resolution Waive Zoning & Buildings Fees Issued Due to Hurricane Milton
7. **New Business**
  - a. Tree Board Presentation on Updated Application, Fees, and New Resident Program - Richard Weinsier
  - b. Approval of Bing Grant Application for Lake Conway Estates HOA
  - c. Approval of Pioneer Days Acoustic Stage Sponsorship
  - d. Appointment of City Council Member to the Audit Selection Committee
  - e. Support letter for IOG in Central Florida and the Greater Orlando Area
  - f. Discussion to Reschedule or Combine December 3rd and 17th Council Meetings
8. **Attorney's Report**
9. **City Manager's Report**
  - a. City Manager Task List
  - b. Chief's Report
  - c. Public Works Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**

---

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 1



October 7<sup>th</sup>, 2024

Clerk, City of Belle Isle  
1600 Nela Ave  
Belle Isle, FL 32809-6184

Greetings from Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the City of Belle Isle for completion of the Institute for Elected Municipal Officials held in Tampa on October 5-6th, 2024.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community. We also invite them to register for the next offering of IEMO II, when registration opens. Please check the FLC Calendar under the "Events" tab on our website for upcoming dates.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to email me at [Cbarton@flcities.com](mailto:Cbarton@flcities.com).

Sincerely,

Christen Barton  
FLC University Coordinator  
Florida League of Cities





**CITY OF BELLE ISLE, FL  
CITY COUNCIL MEETING**

Thursday, August 22, 2024 \* 6:30 PM  
**MINUTES**

Present was:

- Mayor - Nicholas Fouraker
- District 1 Commissioner – Frank Vertolli
- District 2 Commissioner – Holly Bobrowski
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 3 – OPEN
- District 4 Vice Mayor – Jason Carson

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

**2. Invocation and Pledge to Flag** - Commissioner Stan Smith, District 6  
Comm Smith gave the invocation and led the Pledge to the Flag.

Mayor Fouraker asked for Council consideration to rearrange the agenda items and bring forward item 7(a) after Public Comments.

**3. Public Comments & Announcements**

Mayor Fouraker welcomed Commissioner Myra Uribe.

Orange County (OC) Approval of Gold-Legal Road

Comm Myra Uribe announced that the county has advocated for Matchette Road to be approved as a golf-driven road. On August 13, the OC Board of County Commissions unanimously approved and officially made Matchette Road a golf-legal road for residents to take students to and from school safely. She looks forward to continuing her partnership with the city and its residents.

Appeal Local Ordinance Violation P0002021 - Jeffrey Giles

Jeffrey Giles and his wife, Jennifer Giles, read a letter in response to the appeal from two residents: Jeff Schwartz, 2018 Alsace Court, and Austin Faber, 2830 Alsace Court, stating that they have not experienced any issues with the Giles family.

Mr. Giles asked if the person making the complaint was in attendance. The City Manager said he was not. He further asked how long the caller had said the infraction had lasted. When water skiing, the “live” pass is no longer than ten seconds on the lake. The total time around the 5-homes combined on the Cove is about 18 seconds; passing is less than a minute. It is overwhelming to comprehend the statement that the noise can be heard from the inside of his home.

Officer Shaffer testified that Jean Braddock called in the complaint on July 21, 2024, at 1:55 p.m., and he could identify the person while on the phone. He did not provide a duration; however, he said it is a constant daily occurrence. Officer Shaffer then stopped by Mr. Giles's home to discuss the violation.

Jennifer Giles shared her concerns about the violation and found it unfair that they did not get a warning or be told what was acceptable noise and what was disturbing the peace.

After discussion, the Council noted that the call is subjective. However, he understands that the officer must respond to the complaint.

Mayor Fouraker made a note that the video is not displaying on Facebook. The City Clerk stated that she is aware. There have been some issues with the Wi-Fi, and she is working with the IT staff on a fix.

Attorney Langley read the code for the record. The Code states that the complainant must be 50 feet from the noise violation; Office Shaffer said he was less than 50 feet away.

**Comm Lowell moved to uphold the ticket and return the \$50 administrative fee.**

**Comm Smith seconded the motion, which passed unanimously 5:0.**

Mayor Fouraker called for a motion for an excused absence for Vice Mayor Carson.

**Comm Vertolli moved to excuse Vice Mayor Carson from the meeting.**

**Comm Partin seconded the motion, which passed unanimously 5:0.**

The City Clerk confirmed that Facebook Live was back up with 12 viewers.

**4. Presentations**

a. McDermitt Davis, Tammy Campbell FY2022/2023 Financial Report

Tammy Campbell, City Auditor from McDermitt Davis, summarized the Annual Comprehensive Financial Report for FY ended September 30, 2023. She highlighted the following,

- Audit Opinion – unmodified
- General Fund balance decreased \$333k to \$3.7m.
- Stormwater fund decreased \$251k to (\$265k)
- Debt service fund was closed
- New accounting standard- Subscription Based Information Technology Arrangements (SBITA)
  - Similar to the lease standard implemented in 2022
  - Full value of contract recorded, offset by an asset
- No current-year management comments
- Prior year comment on segregation of duties has been corrected
- Separate compliance report on ARPA funds
  - Similar to a single audit
  - City in compliance with the grant requirements tested

The Council expressed concern about the incoming stormwater revenue and the fire department increase of \$5.71m. Ms. Campbell said that, based on the cash reserve, the City has funds to cover approximately five months.

Comm Partin asked for an update on the FEMA reimbursement. Mr. Rudometkin said the staff is working on gathering the additional information requested by FEMA. Mr. Rudometkin said he could not reach the FEMA representative on file and would follow up with a call. Chief Grimm said FEMA had cleared the reporting. The review process now involves the Department of Florida Division of Emergency Management requesting additional documentation regarding log and debris load tickets.

b. Interview and Appoint a Candidate for City Council District 3: Julie Gillespie, Chad Rocheford, and Danny Otterbacher

Mayor Fouraker announced that Mr. Chad Rocheford has declined to continue to allow the two other candidates the opportunity to service the City.

The Council agreed to interview the two candidates. The candidates will give a few minutes of introduction. The Council asked that the waiting candidates step out of the room during the interview.



After interviewing both candidates, Comm Partin appointed Danny Otterbacher as District 3 Commissioner. Comm Vertolli seconded the motion, which passed 3:2 with Comm Smith and Comm Bobrowski, nay.

5. Consent Items

- a. Approval of Workshop meeting minutes - August 6, 2024
- b. Approval of City Council meeting minutes - August 6, 2024
- c. Approval of Duke Energy Easement - 6300 Hansel Avenue
- d. Approval of 2024/2025 PD Invoices: Flock Safety-License Plate Readers, Lexipol-Accreditation & Training Manuals and Axon-Taser Contract
- e. Approval of Animal Welfare Foundation Inc. \$25,000 Donation for PD Canine

Comm Smith said he wants to pull items a, d, and e.

Consent Item a

**Comm Smith made the motion to correct the following edits to the August 6, 2024, minutes as follows,**

Page 98 of the Packet, August 6, Workshop Minutes,

Read, "CM Rudometkin provided a copy of the budget calendar for reference. He stated that the First Budget Hearing would be on ~~September 5<sup>th</sup> and Adoption on September 19.~~"

Should read, "CM Rudometkin provided a copy of the budget calendar for reference. He stated that the First Budget Hearing would be on September 3 and Adoption on September 17."

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

Consent Item d

Comm Smith asked for clarification on the two invoices: Flock Safety and Axon-Taser.

Chief Grimm said that the Finance Department requests Council approval of the annual invoices. When the programs were introduced to the Council, they were initially paid with allocated ARPA funding; annually, they were budgeted to include body cameras, tasers, 17-camera LPRs, and a grant-writing program. It is budgeted for this year, and the Finance Director wanted Council consensus that the commitment of a 10-year annual subscription is allocated yearly through the budget process.

Comm Partin said at the August 1<sup>st</sup> meeting he is not sure if he would have made the same decision, understanding that it is a 10-year commitment. He shared his concern and said he would like to have more information moving forward before making such a commitment. He further asked if there is a price change in any given year that, the Council be notified. Discussion ensued on a contracting tracking system to provide periodic updates to the Council.

Consent Item e

Comm Partin said the canine unit can be used in other ways leveraged for other community services and partnerships with other agencies. Chief Grimm said the agenda item is to accept the donation. At a future meeting, he will provide the yearly cost, start-up gear, liability, and contract handling costs. Discussion ensued on handling, training, and housing.

**Comm Smith moved to approve,**

- **Edits to Workshop Minutes of August 6 – Item a,**
- **Approval of the Flock Safety License Plate Readers, Lexipol-Accreditation and Training Manuals, and Axon -Taser Contract annual contract payments – Item d, and**
- **Approval to accept the donation as presented – Item e.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

**6. Unfinished Business - na**

**7. New Business**

- b. Approval of RFP 2024-03 Landscape Maintenance Proposal

**Comm Smith moved to approve the Yellowstone Landscape Maintenance Services Proposal for \$50,976.00.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

- c. Request to Open At-Large Appointment for P&Z Board District Seats 1 and 2

CM Rudometkin stated that the staff had been challenged to fill Board member seats and asked the Council to consider having the two vacant seats on the P&Z Board at large or having the Council knock on doors to solicit new members.

Mayor Fouraker asked Comm Vertolli and Bobrowski if they had spoken to any residents in their district for consideration. Mr. Vertolli said he had tried. However, the problem is that they do not want to fill out the required paperwork. Comm Bobrowski said she had not and believes a City our size should all be filled at large. Mayor Fouraker said he is not a fan of having the P&Z Board opened at-large and believes each district should have its representative.

Comm Smith said he would prefer to add two members at large for one year until an applicant from the district applies. Discussion ensued on the advertising process, not meeting the quorum, information via alert not reaching all residents, and re-establishing a quarterly newsletter.

**Comm Smith moved to allow at-large appointments to the P&Z Board for one year and readvertise Districts 1 and 2 seats. Comm Bobrowski seconded the motion, which passed 4:2 with Comm Partin and Comm Vertolli, nay.**

**Comm Smith moved to extend the meeting an additional 15 minutes.**

**Comm Vertolli seconded the motion, which passed unanimously at 6:0.**

**8. Attorney's Report**

Attorney Langley stated that he is working on the Condemnation Order for the property on Arajo Court. Reaching the property owner has been challenging, and all contact attempts have been returned undeliverable. He noted that based on the title search, there are two mortgages, and the City may be unable to recover the money spent if approved. The order will be scheduled for a City Council hearing on October 15<sup>th</sup>.

**9. City Manager's Report**

City Manager Rudometkin reported the following,

- City Manager Work Plan Items have been provided for review.
  - Bricksmore is reviewing a draft proposal for annexation
  - Pine Castle School update from OCPS Christopher Mills regarding re-purposing the school to an Exceptional/Esteem Student Program and will have an SRO on campus.
  - BioTech has signed the Municipal Complex contract study and will start next week.
- He announced the Tree Plaque Dedication is scheduled for September 7, 2024, at 10:30 am, and the Centennial event is scheduled for October 19<sup>th</sup> from 4-10 pm on Waltham/Randolph. A brief discussion ensued on parking and logistics.

- b. Chief's Report

Chief Grimm reported the following,

- He clarified some of the code nuances of the noise ordinance. Warnings are not typically given because the Officer was told about it; they observed it, and the violation is issued.

c. Public Works Report

Phil Price reported the following,

- Sidewalk repair on hold due to weather.
- The Police Department is scheduled to be repainted to match City Hall.
- Bids for Landscaping City Hall in moving forward.
- The City Hall clock is experiencing electrical issues; we are working on a repair.
- Political signs on the City's right of ways are unsightly and prohibited. They should be placed in front yards and permitted areas only and picked up after the election period.

**10. Mayor's Report**

Mayor Fouraker asked about the County's Annexation ordinance and if it would harm the City's opportunity to annex property into the City. Attorney Langley said it may not be good for any City if it passes. The City may want to negotiate an agreement with the County to establish areas that can be annexed without the County commission doing super majority votes or constraints to the land use regulations. A brief discussion ensued on the possible referendum to annex the Publix property.

Mayor Fouraker met with the OC Fire Chief and the City Manager to discuss the Fire increase. He said they spoke of services, resources, and a prorated share for a city our size.

**Comm Smith moved to extend the meeting an additional 15 minutes.**

**Comm Vertolli seconded the motion, which passed unanimously 6:0.**

**11. Commissioners Report**

- Comm Lowell reported that she would like to ask for an excused absence for September 3, 2024.
- Comm Bobrowski said she heard that the City of Edgewood is organizing cities to join them in meeting with Orange County regarding the increased Fire invoice. She noted that she has heard concerns from residents on the lake levels, and we should proactively ask to lower the weir boards. Mr. Price noted that St John's controls the weir. Mayor Fouraker said at the next NAV Board meeting that they are asking an expert to review the policies at the weir.
- Comm Vertolli announced that OC will have hearings on the weir on Sept 5th and Sept 19<sup>th</sup>.

**12. Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 9:30 pm.



**CITY OF BELLE ISLE, FL  
CITY COUNCIL WORKSHOP**

Tuesday, October 1, 2024 \* 5:30 PM  
**MINUTES**

Present was:

- Mayor Nicholas Fouraker
- District 4 Vice Mayor – Jason Carson
- District 1 Commissioner – Frank Vertolli
- District 2 Commissioner – Holly Bobrowski
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 3 Commissioner – Danny Otterbacher

**1. Call to Order and Confirmation of Quorum**

Vice Mayor Carson called the workshop to order at 5:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were present.

Vice Mayor Carson announced that Comm Lowell would be attending via telephone conference.

CM Rudometkin asked that all speak into the microphones to provide the best sound for those viewing the meeting online and for the recording.

**2. Discussion on Lake Levels and Protocol**

City Manager Rudometkin introduced David Hamstra, Stormwater Department Manager and Consultant for Orange County.

Mayor Fouraker opened for Council discussion.

City Manager Rudometkin stated that the lake levels today are 85.6-85.7 and that no weir board was removed during the hurricane because Lake Conway was at normal level.

Comm Vertolli asked what is the average drain time for lowering the lake level before a Hurricane hits land; what is his position in the County and who is in charge of the Lake weir.

Mr. Hamstra said the modeling efforts have not been started. He will be able to provide an answer within 3-4 weeks after meeting the OC Commissioners. Mr. Hamstra said he has been working with the County since 1992 as a consultant and usually speaks on behalf of the County. Ever since Hurricane Ian, South Florida and St. Johns Water Management District have entered into an MOU and Orange County must coordinate with them to request to pull the weir boards.

CM Rudometkin asked how does the water from the Airport holds and releases water into the retention area. He heard that GOAA dictates the rule and release of the weir boards.

Mr. Hamstra said GOAA almost has the same restrictions as Orange County, with their permitted control structures protecting airport property. Mr. Hamstra stated that the quantity, and, equally important, the quality (nitrogen and phosphorous) of the water that is released are always taken into consideration when lowering the boards.

Comm Bobrowski said she heard that there is currently a study on establishing a procedure to prevent flooding at water levels. She asked how the City could be part of that study and added to the list.

Mr. Hamstra said they have been asked to create a rating curve to establish the quality and quantity of water elevations. Concurrently, Osceola County is creating a flood forecasting model, and OC consultant CDM is looking at measures to protect the structures. He has also been asked to memorialize OC monitoring schedule moving forward

to assist with lowering the boards. St. Johns Governing Board and South Florida are the leading players; Osceola and Orange County are secondary players, inserting opinions and GOAA. He noted that everyone is trying to do their part to prevent significant structural flooding. Comm Bobrowski said Belle Isle did have flooding during Jan. He asked that a list be submitted to him to add to their district report. Mr. Hamstra said Belle Isle was not on the original list for comments. However, he will ask the Board for consideration to add the City to the list for input on the conversation.

Mayor Fouraker asked why the City was being excluded.

Mr. Hamstra said this originally started with Orange County and the major flooding areas. He does not feel like the County will not have any objections; it was not a personal slant to the City they wanted to limit the audience to those most impacted.

Mayor Fouraker commented that he was made aware of discussions by OC to research whether the NAV Board is purely advisory. Belle Isle pays for 70% of the MSTU, stewardship, and water quality of the lake, and currently, there is no existing permit for the weir on Daetwyler. He spoke briefly of the storm water issues north of Hoffner and Judge and the lack of conclusion on concerns. Mayor Fouraker shared his concern that Belle Isle is not recognized as a stakeholder. Mr. Hamstra said they are reviewing concerns from an engineering point of view. He noted that there has been a major shift in coordination, and they will try to navigate moving forward.

In response to Comm Vertolli, Mr. Hamstra said that he believes the Governor appoints St Johns & Southern Florida Boards.

Comm Smith asked who is doing the water quality study.

Mr. Hamstra said OC Environmental Division is collecting the sampling. He can research that further and get back to the Council. He spoke briefly on the process and platforms for weighing technically and legally with the governing boards. Comm Smith spoke briefly about the water quality of the City of Apopka and the process of rectifying the lake pollution.

Comm Smith said he saw an aluminum sheathing at the weir facing west. He asked if it is to slow down the flow or to catch the trash from flowing into the canal. Mr. Price, Public Works Director said the sheathing is used as a skimmer to catch trash and debris from going into the canal. Mr. Hamstra said installing the sheathing incorrectly, it can cause an issue with the water flow.

Anthony Carugno, a Belle Isle resident, gave testimony that no one mentioned the jet fuel and motor oil collected from the south of the Airport. Our lakes are high causing erosion, however at the airport their lake and grass area are low and is not quite sure of the reason.

Mr. Hamstra said that in the past if the flow at the bottom was clear, it was not considered a quality issue. Now, they focus on the Best Management Practices quantity and extra pounds per year of nitrogen and phosphorus in the lake. The relationship with GOAA has always been positive and he does not know of any behind the scenes information.

Phil Price, Public Works Director asked about monitoring of the quality of the lake water coming from the Airport.

Mr. Hamstra said the water quality is not necessarily an issue now. The quality changes when the request is made to lower the weir elevation permanently.

Mr. Hamstra said GOAA has several different BMP Toolbox's (e.g., wet and dry ponds, water treatment and underground systems).

**3. Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn the workshop, which was unanimously approved at 6:20 p.m.



# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, October 01, 2024 \* 6:30 PM  
**MINUTES**

Present was:

- Mayor - Nicholas Fouraker
- District 1 – Commissioner – Frank Vertolli
- District 2 – Commissioner – Holly Bobrowski
- District 4 Vice Mayor – Jason Carson
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 3 – Commissioner – Danny Otterbacher

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Dan Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present. Comm Lowell is in attendance via telephone conference.

**2. Invocation and Pledge to Flag - Comm Holly Bobrowski, District 2**

Comm Bobrowski gave the invocation and led the Pledge to the Flag.

Mayor Fouraker called for a motion for an excused absence for Comm Otterbacher.

**Comm Vertolli moved to excused Comm Otterbacher from the meeting.**

**Comm Carson seconded the motion which passed unanimously 6:0.**

**3. Public Comments & Announcements - na**

**4. Consent Items**

- a. Approval of City Council Meeting Minutes - September 3, 2024
- b. Approval of City Council Meeting Minutes - September 17, 2024
- c. **Approval of Resolution No. 24-20** - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN AMENDMENT TO THE CREDIT AGREEMENT WITH SOUTHSTATE BANK TO EXTEND THE \$750,000 REVOLVING LINE OF CREDIT; AND PROVIDING FOR AN EFFECTIVE DATE.
- d. Proclamation Celebrating Menchie's Grand Opening

Mayor Fouraker called for a motion approve the consent items.

**Vice Mayor Carson moved to approve the consent items as presented.**

**Comm Smith seconded the motion which passed unanimously 6:0.**

**4. Unfinished Business - na**

**6. New Business**

- a. **ORDINANCE NO. 24-04 - FIRST READING AND CONSIDERATION:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE SECTION 50-102 ACCESSORY STRUCTURES TO ALLOW THE INSTALLATION OF FENCES AND WALLS IN FRONT YARDS WITHIN CERTAIN DEFINED OVERLAY AREAS AND CREATING RESTRICTIONS FOR SUCH FENCES AND WALLS: PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Clerk read Ordinance 24-04 by Title.

City Manager Rudometkin gave an overview on the highlights of the ordinance,

- The Ordinance has been reviewed by the P&Z Board who have recommended approval
- Front yard fences will be no taller than 4 feet.
- Chain link and galvanized metal fences are prohibited. Consistent use of materials.
- Intersection fence installation is site/road-visibility

Comm Bobrowski said she would like to see corrugated metal fences w/decorative wood columns and artistic design be allowed by going through the variance process. Comm Carson said it may appear that the Board is being subjective and would prefer to see a hard cut off on what is allowed.

**Comm Smith moved to advance Ordinance 24-04 for second reading with the changes as discussed.**

**Comm Vertolli seconded the motion which passed unanimously 6:0.**

**7. Attorney's Report - na**

**8. City Manager's Report**

- a. City Manager's Task List was provided for review. CM Rudometkin stated at the next meeting he will ask for discussion on canceling or rescheduling the November 5th meeting to accommodate the use of the Chambers for the Primary Election. Bricksmore continues to work with annexation paperwork however, they are working with Hurricane relief an asking for some more time to provide a response.

He announced the following,

- Orlando Health is the Title sponsor for the Centennial
- The Committee has secured vendors and attractions
- VIP letters will be sent out shortly

b. Chief's Report

Chief Grimm reported the following,

- Chief Grimm thanked the Wyndham Hotel and Wawa for their partnership.
- The City faired well; lots of wind and one down tree on Nela.
- Staff if currently monitoring another storm.
- October the PD will have a DUI event.
- Officer Mattews may come back full duty in a few days.
- Homecoming Parade tomorrow, expect delays.

c. Public Work's Report

Mr. Price reported the following,

- He reported on the storm and said there was one down tree on Nela. Roads were briefly closed for removal.
- Debris pick up – The storm was not declared an emergency by the Governor for this storm and the City will not pick up debris. JJs has been overwhelmed with pick and working to pick up all areas.
- Regal/Montmart Park and Gilbert Park dog fountains have been installed
- Street sweeper will be out in the city and give one pass in all needed areas.
- Parks opened on Friday. Cross Lake was closed for debris clean up and will reopen on Monday.
- Boat ramps remained opened.
- PD Boat Dock should be installed by the end of the year – awaiting permitting approvals.
- AT&T reporting technical outages. City has not control on the outages but will keep the residents updated if AT&T sends updates.

**9. Mayor’s Report**

Mayor Fouraker announced,

- Mayor Fouraker thanked the City staff, PW and PD for all the hard work.
- CCA Golf Cart Homecoming Parade – Oct 2 at 3pm.
- Attended the CCA 1<sup>st</sup> Building Topping Ceremony for their expansion plan
- CM spear heading discussion on the weed overgrowth and looking for Federal funding with Darren Sot’s office.

**10. Items from Council**

- Comm Smith asked if the FEMA debris location site has been approved by FEMA. Mr. Rudometkin said it has been submitted however he has not received a confirmation.
- Comm Partin said Comm Nielsen contacted him regarding the Comp Plan regarding the historical language. He hopes that the Council who approved the change will take the time to speak with her and their concerns.
- Comm Bobrowski commented that Orange County had sprayed for cat tails at the Cove. They ascertained that all the floating weeds did not cause a navigational problem and wouldn’t be able to anything further.

Council thanked staff, PD and PW for all their efforts during the storm.

**11. Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 7:15 pm.





# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, October 15, 2024 \* 6:30 PM  
**MINUTES**

**Present was:**

- Mayor - Nicholas Fouraker
- District 1 – Commissioner – Frank Vertolli
- District 2 – Commissioner – Holly Bobrowski
- District 3 – Commissioner – Danny Otterbacher
- District 4 Vice Mayor – Jason Carson
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

**Absent was:**

NA

**1. Call to Order and Confirmation of Quorum**

Vice Mayor Carson called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Dan Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present. Comm Lowell is in attendance via telephone conference.

**2. Invocation and Pledge to Flag**

Comm Otterbacher gave the invocation and led the Pledge to the Flag.

**3. Public Comments and Announcements**

Tony Carugno, residing at 2372 Hoffner Avenue, thanked the City for the Hurricane clean-up. He announced that the ANAC Meeting will be held on Friday, Oct 18, 2024, at 3265 Rickenbacher Way, Orlando, at 10 a.m.

Mayor Fouraker joined the session.

**4. Presentations**

a. Orange County Public Schools Half-Cent Sales Tax Extension - Andy Orrell  
Andy Orrell spoke on the Half-Cent Sales Tax on the Nov 5th Ballot. He stated that it is a continuation of what is already in place for building new schools and updating and maintaining existing schools. The State does not provide funding for facility school programs. He provided a handout for reference.

b. PD Award - Wawa Appreciation  
Deputy Chief Millis asked the Council for approval of the Proclamation and asked that it be read at the following City Council meeting when a Wawa representative can be present to accept the acknowledgment. DC Millis thanked Wawa for their partnership.

**Comm Smith moved to approve the presentation and read it at the next Council meeting.**

**Vice Mayor Carson seconded the motion which passed unanimously 7:0.**

c. Proclamation: Bat Appreciation Day Oct 15, 2024  
Ms. Eli presented her Bat Appreciation Day for her Girl Scouts Gold Award.  
Mayor Fouraker read the Proclamation.

**Comm Bobrowski moved to approve the proclamation.**

**Comm Vertolli seconded the motion which passed unanimously 7:0.**

**5. Consent Items –**

a. Approval of the City Council Meeting minutes - October 7, 2024  
**Vice Mayor Carson moved to approve the consent item as presented.**  
**Comm Otterbacher seconded the motion which passed unanimously 7:0.**

**6. Unfinished Business**

- a. **ORDINANCE NO. 24-04 SECOND READING AND ADOPTION:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE SECTION 50-102 ACCESSORY STRUCTURES TO ALLOW THE INSTALLATION OF FENCES AND WALLS IN FRONT YARDS WITHIN CERTAIN DEFINED OVERLAY AREAS AND CREATING RESTRICTIONS FOR SUCH FENCES AND WALLS: PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Clerk read Ordinance 24-04 by Title.

City Manager Rudometkin said the yellow highlights are the changes made at the First Reading (Sections 3a, 3f, 5a, 7, 13a and b, 17a1,2,3, 13b1 and 2).

Mayor Fouraker asked for Council consent to open citizen comments. The Council agreed.

Anthony Carugno, a resident, asked if the front walls and fences will need a variance if they are replaced with the same material and location. CM Rudometkin said that after a discussion with staff, the Board agreed that a permit would be required and reviewed on a case-by-case basis.

**Comm Smith moved to adopt Ordinance 24-04 as presented.**

**Comm Partin seconded the motion upon roll call with Comm Bobrowski, nay. The motion passed 6:1.**

Reorder 4(d) - Proclamation: Week of the Family Nov 2-9, 2024

Mayor Fouraker asked to consider moving the presentation forward to allow the representative time to attend. The Council agreed to the request.

**Comm Bobrowski moved to approve the proclamation.**

**Comm Vertolli seconded the motion, which passed unanimously 7:0.**

Ms. Elizabeth Ratner was presented with the Proclamation for the Week of the Family on Nov-2-9.

Mayor Fouraker read the Proclamation.

**7. New Business**

- a. Notice of Condemnation: 3904 Arajo Court, Parcel ID 20-23-30-1646-01-050 - Sec. 10 - ARTICLE VII. - DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES, Belle Isle Code of Ordinances.

Deputy Chief Millis presented his findings with the Code Enforcement effort for 3904 Arajo Court. He stated that the agency, through Code Enforcement, has tried to locate and notice the property owner. They have sent certified mail to the subject address and have not gotten hold of the property owner. DC Millis described the property as complete disarray and roof damage and recommended it be condemned, citing Code Violation 10.31 originally on July 13, 2022,

City Clerk confirmed that the publication of the hearing was posted in the Newspaper.

Attorney Langley summarized the Order of Condemnation. His office has completed a title and parcel search and found two mortgages. Certified mail notices had been forwarded to the subject address and another address at a Weekly Stay Hotel address, and the property owner could not be located. Based on the Code and the fact that the property owner could not be located, the City has published the Notice of Hearing for a couple of consecutive weeks as notice.

The condemnation process allows the City to demolish the vacant, uninhabitable, dilapidated, and nuisance home. The City Council judges the hearing based on the Code Enforcement Orders and this hearing. An Order for 3904 Arajo Court has been submitted for Council consideration based on Sections 10-192 through 10-200 of the City Code.

The City has the power to condemn the structure, which is in violation of Sections 10-192, 10-96, and 10-200 under the City Code and Florida law. The property at 3904 Arajo Court is currently vacant, and the structure is unlawful, unsightly, dilapidated, and decayed, creating a danger to the surrounding properties. The structure in the property constitutes a public nuisance that needs to be abated and a hazardous condition that needs to be corrected.

The staff will need the Order approved to establish the level of demolishing the structure and having it removed from the property. If approved, the City Manager would bring forward costs for removal and demolition of the structure at a later meeting, including fees for independent contractors for Council consideration to move forward. The expenses incurred by the City will constitute a lien/judgment on the property. However, because there are two mortgages on the property, they will be superior to any lien we place on the structure. Our lien will be inferior, and likely, the City will not get their money back for removing the structure.

Staff requests approval of the Condemnation and removal of the Hazardous Condition Order as presented.

Mayor Fouraker said he lives in the neighborhood and gave testimony that the yard is unkept and attracting rodents. The neighbors are currently parking cars in the driveway, making it look like someone is occupying the home to avoid vagrant and squatting activity. If the Council agrees to move forward with the Order, he will hope that demolishing the house is also approved; otherwise, there is no need to spend taxpayer dollars. The benefit of curing the blight is putting pressure on two lenders to correct the hazardous conditions and help the community remove the nuisance.

**Comm Smith moved to approve the Order of Condemnation presented by the City Attorney for 3904 Arajo Court, Belle Isle, FL 32812. Comm Partin seconded the motion.**

Mayor Fouraker opened for citizen comment.

Dolores Davis, residing at 4228 Arajo Court, stated that she had been cleaning and upkeeping the property and asked that the home not be demolished. She further asked if the City would consider selling her the house. Mayor Fouraker said there are two lien-holder interests in the title. The City has tried numerous times to contact the property owner and has not been successful. It must follow the legal process.

**The motion passed unanimously 7:0.**

Mayor Fouraker asked to reorder the agenda to move item e forward.  
Council agreed.

- e. Consideration of CCA Board Member Applications - Current Board Member Charlyne Cross, Applicants Shannon Davis, and Blaine Worak.

Mayor Fouraker opened the interview process for CCA Board member applications.

The City Manager said the City appoints two CCA Board member applications every three years for consideration in April 2025. The staff received three applications; Charlyne Cross and Shannon Davis were present.

The Council agreed to a three-minute interview with each candidate. They asked that the candidate not being interviewed wait outside the room until called. After interviewing both candidates, the Council agreed to appoint both candidates to the CCA Board for consideration and ratification at the January 2025 Board meeting and appointment for April 2025.

- b. Extension of McDirmit Davis (Auditors) Contract for FY 09/30/2024 Audit Services  
CM Rudometkin asked for consideration and approval to extend the current Auditors' contract for the 2023/2024 fiscal year with no change in cost. After closing out FY 2023/2024, the staff will present an RFP for Auditing Services and appoint a Council member to the Audit Committee at the next Council meeting.

**Vice Mayor Carson moved to extend McDirmit Davis's contract to provide audit services for the 2024 fiscal year. Comm Otterbacher seconded the motion, which passed unanimously 7:0.**

- c. Renewal of Property Assessed Clean Energy Program with Florida Green Finance Authority (ORD 21-16)

Attorney Langley spoke on the proposed renewal of the Florida Green Finance Authority (Pace Program). Attorney Langley said several years ago, the City was approached by the PACE Program for quasi-government entities to loan money to improve their homes. Special assessments in the tax rolls essentially secure these loans. These programs have encountered some criticism from residential borrowers, and the legislature took some action to require additional disclosures by the lenders. One of the programs solicited the city to continue their agreement.

The Statute requires council approval for these programs to operate in our City. Approval of their program in our city allows them to place the loan on the tax roll for the homes within our city limits. The other three programs have not been submitted for renewal. Attorney Langley said he represented other surrounding cities, and some are rethinking to renew the program in their city because they are concerned that many residents do not truly understand the program.

and its ramifications. Attorney Langley recommended that the renewal not be approved. The City is not obligated to do so, and the other three programs have not been submitted for renewal. Discussion ensued. The Council agreed and was not in agreement to renew due to the predatory nature of the programs.

**Comm Bobrowski moved to not renew with the Pace programs and instructed the City Attorney and the City Manager to terminate all the Pace Programs.**

Mayor Fouraker shared his concern and highlighted a different perspective. Pace is necessary; not renewing it gives credit card companies a win. There is no federal usury law on credit cards. Mayor Fouraker read the Usury law and said Florida laws limit the interest rate that lenders can charge on loans. Pace is a fixed interest rate solution that makes home-buying and necessary repairs more affordable. Discussion ensued.

**Comm Smith seconded the motion, which passed unanimously 7:0.**

- d. Reschedule/Cancel the Nov 5, 2024, City Council Meeting
  - Vice Mayor Carson moved to cancel the Nov 5, 2024, City Council meeting.**
  - Comm Vertolli seconded the motion, which passed unanimously 7:0.**

**8. Attorney's Report - na**

**Vice Mayor Carson moved to extend the meeting for 15 minutes.**  
**Comm Otterbacher seconded the motion, which passed unanimously 7:0.**

**9. City Manager's Report**

a. City Manager's Task List

The City Manager's Task List was provided for review and reported the following,

- CM Rudometkin thanked the staff for all the assistance with Hurricane Milton.
- Mr. Rudometkin stated that there was an overwhelming amount of yard debris. The City will only schedule a one-time pick-up for the residents. He will update the Council on whether the city can apply for FEMA reimbursement.
  - Comm Partin expressed concern about the finances of hurricane debris pickup since we are still waiting for FEMA reimbursement for the last hurricane. He would like to ensure a cap on the amount paid out. CM Rudometkin said that if there is another hurricane event, the City may be unable to pick up debris as quickly or at all.
- The Centennial celebration is on Saturday, and I look forward to seeing everyone at the event.
- **CM asked for Council consensus to waive building permits for fixes due to hurricane-related permits. The Council agreed to instruct the City Manager to waive fees for hurricane-related permits on a case-by-case basis.**

b. Public Work's Report

Mr. Price reported the following,

- JJs pick-ups should be in containers and bundled. The Debris contractors will pick up the loose debris from the Hurricane.
- The Centennial Tree was uprooted and will be replanted and cleaned up.
- City Hall landscaping will be contracted out with an RFP and has been obligated with ARPA funds.

**10. Mayor's Report**

- Mayor Fouraker thanked staff for the round o'clock assistance with Hurricane Milton.
- Officer Matthews and Offer Trendafilov were the city's EEOC representatives for this hurricane event.
- Mayor Fouraker spoke briefly on lowering the boards of the weir. He stated that the boards were removed briefly, and OC was ordered to put them back. He reminded Council that the Daetwyler weir is not permitted and that he is unsure why St. Johns Water Mgmt. is in charge of removing and replacing the boards. Every inch of rain that falls is greater because we also receive the water from other lakes from the north. Moving forward, he would like to have the Council as stakeholders at the NAV Board meetings.

**Vice Mayor Carson moved to extend the meeting for 15 minutes.**  
**Comm Otterbacher seconded the motion, which passed unanimously 6:0, with Comm Bobrowski, nay.**

**11. Items from Council**

- Comm Bobrowski said she would like the Council to consider the City Manager's evaluation on the agenda for January 2025 and resubmit the Comp Plan with the change to include the word "may" in the omitted historical building section.
- Council reminder the residents that volunteers are needed for the Centennial.
- Council thanked PD and PW staff for their help during the hurricane.
- Thank you to Dave Smith for the sand his company provided for the residents.

**12. Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 7:15 pm.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**RESOLUTION NO. 24-22**

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 23-10, the City of Belle Isle adopted the budget for the fiscal year 2023-2024; and

WHEREAS, the City of Belle Isle has determined that the Budget for FY 2023-2024 should be amended; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment to be adopted in the same manner as the original budget.

Now, therefore, the City Council of the City of Belle Isle, Florida, hereby resolves:

Section 1. The City of Belle Isle, Florida’s fiscal year 2023-2024 budget is hereby amended by Attachment “A”. The Attachment is hereby incorporated into this Resolution by reference thereto.

Section 2. This Resolution shall take effect upon its adoption.

Adopted by the City Council on this 19<sup>th</sup> day of November 2024.

\_\_\_\_\_  
NICHOLAS FOURAKER, MAYOR

Attest: \_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

\_\_\_\_\_  
Approved as to form and legality  
City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 24-22 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members was present on the \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
<b>GENERAL FUND 001</b>						
<b>BEGINNING FUND BALANCE</b>		<b>2,498,918</b>	<b>1,192,301</b>	<b>-</b>	<b>3,691,219</b>	
<b>REVENUES</b>						
001-311-100	AD VALOREM TAX	4,372,891	-	-	4,372,891	
001-312-410	LOCAL OPTION GAS TAX	215,000	-	-	215,000	
001-314-800	UTILITY SERVICE TAX - PROPANE	6,000	-	-	6,000	
001-315-000	COMMUNICATIONS SERVICES TAXES	200,000	-	-	200,000	
001-316-000	BUSINESS TAX LICENSES	15,000	-	-	15,000	
001-322-000	<b>BUILDING PERMITS</b>	<b>150,000</b>	<b>100,000</b>	<b>96,000</b>	<b>346,000</b>	<b>(E)</b>
001-323-100	FRANCHISE FEE - ELECTRICITY	290,000	-	-	290,000	
001-323-700	FRANCHISE FEE - SOLID WASTE	85,000	-	-	85,000	
001-329-000	ZONING FEES	30,000	-	-	30,000	
001-329-100	PERMITS - GARAGE SALE	200	-	-	200	
001-329-130	BOAT RAMPS - DECAL AND REG	2,000	-	-	2,000	
001-331-100	FEMA REIMBURSEMENT - FEDERAL	-	-	-	-	
001-331-110	FEMA REIMBURSEMENT - STATE	-	-	-	-	
001-331-900	<b>ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY</b>	<b>-</b>	<b>637,686</b>	<b>155,627</b>	<b>793,313</b>	<b>(A)</b>
001-334-560	FDLE JAG GRANT	-	10,000	-	10,000	
001-335-120	STATE SHARED REVENUE	435,000	-	-	435,000	
001-335-180	HALF-CENT SALES TAX	1,100,000	-	-	1,100,000	
001-337-200	SRO - CHARTER CONTRIBUTION	79,029	-	-	79,029	
001-343-410	SOLID WASTE FEES - RESIDENTIAL	766,814	-	-	766,814	
001-347-400	SPECIAL EVENTS	-	-	-	-	
001-351-100	JUDGEMENT & FINES - MOVING VIOLATIONS	80,000	-	-	80,000	
001-351-110	RED LIGHT CAMERAS	550,000	-	-	550,000	
001-354-000	JUDGEMENT & FINES - LOCAL ORDINANCE VIOL	-	-	-	-	
001-358-210	EVIDENCE CONVERSION	-	-	-	-	
001-359-000	JUDGEMENT & FINES - PARKING VIOLATIONS	1,000	-	-	1,000	
001-359-200	INVESTIGATIVE COST REIMBURSEMENT	-	-	-	-	
001-361-100	INTEREST - GENERAL FUND	1,000	-	-	1,000	
001-362-100	CHARTER SCHOOL RENT	456,484	-	-	456,484	
001-366-000	CONTRIBUTIONS & DONATIONS	-	1,750	-	1,750	
001-367-000	RENTAL LICENSES	18,000	-	-	18,000	
001-369-900	OTHER MISCELLANEOUS REVENUE	-	-	-	-	
001-369-905	<b>POLICE OFF-DUTY DETAIL REIMBURSEMENTS</b>	<b>-</b>	<b>172,867</b>	<b>30,932</b>	<b>203,799</b>	<b>(C)</b>
001-369-906	POLICE MARINE PATROL REIMBURSEMENTS	31,765	-	-	31,765	
001-369-909	RED LIGHT CAMERA HEARING FEES	-	-	-	-	
001-369-910	VACANT FORECLOSURE	-	-	-	-	
001-384-000	<b>LEASE PROCEEDS</b>	<b>-</b>	<b>-</b>	<b>96,803</b>	<b>96,803</b>	<b>(G)</b>
<b>TOTAL REVENUES</b>		<b>8,885,183</b>	<b>922,303</b>	<b>379,362</b>	<b>10,186,848</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>11,384,101</b>	<b>2,114,604</b>	<b>379,362</b>	<b>13,878,067</b>	
<b>EXPENDITURES</b>						
<b>LEGISLATIVE</b>						
001-511-00-2311	DENTAL & VISION INSURANCE - DISTRICT 1	500	-	-	500	
001-511-00-2312	DENTAL & VISION INSURANCE - DISTRICT 2	500	-	-	500	
001-511-00-2313	DENTAL & VISION INSURANCE - DISTRICT 3	500	-	-	500	
001-511-00-2314	DENTAL & VISION INSURANCE - DISTRICT 4	500	-	-	500	
001-511-00-2315	DENTAL & VISION INSURANCE - DISTRICT 5	500	-	-	500	
001-511-00-2316	DENTAL & VISION INSURANCE - DISTRICT 6	500	-	-	500	
001-511-00-2317	DENTAL & VISION INSURANCE - DISTRICT 7	500	-	-	500	
001-511-00-3150	<b>ELECTION EXPENSE</b>	<b>2,000</b>	<b>-</b>	<b>6,650</b>	<b>8,650</b>	<b>(D)</b>
001-511-00-4000	TRAVEL & PER DIEM	3,500	-	-	3,500	
001-511-00-4100	COMMUNICATIONS SERVICES	7,500	-	-	7,500	
001-511-00-4900	OTHER CURRENT CHARGES	500	-	-	500	
001-511-00-5200	OFFICE & OPERATING SUPPLIES	500	-	-	500	
001-511-00-5400	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS	2,800	-	-	2,800	
<b>511 Total</b>		<b>20,300</b>	<b>-</b>	<b>6,650</b>	<b>26,950</b>	
<b>EXECUTIVE MAYOR</b>						
001-512-00-2310	DENTAL & VISION INSURANCE	500	-	-	500	
001-512-00-4000	TRAVEL & PER DIEM	500	-	-	500	
001-512-00-4100	COMMUNICATIONS SERVICES	1,000	-	-	1,000	
001-512-00-4900	OTHER CURRENT CHARGES	500	-	-	500	
001-512-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	650	-	-	650	
<b>512 Total</b>		<b>3,150</b>	<b>-</b>	<b>-</b>	<b>3,150</b>	



**ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22**

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
<b>FINANCE, ADMIN, &amp; PLANNING</b>						
001-513-00-1200	REGULAR SALARIES & WAGES	497,188	-	-	497,188	
001-513-00-1250	VEHICLE ALLOWANCE - CITY MANAGER	6,000	-	-	6,000	
001-513-00-1400	OVERTIME PAY	500	-	-	500	
001-513-00-2100	FICA/MEDICARE TAXES	38,532	-	-	38,532	
001-513-00-2200	RETIREMENT CONTRIBUTIONS	79,550	-	-	79,550	
001-513-00-2300	HEALTH INSURANCE	87,000	-	-	87,000	
001-513-00-2310	DENTAL & VISION INSURANCE	3,100	-	-	3,100	
001-513-00-2320	LIFE INSURANCE	2,400	-	-	2,400	
001-513-00-2330	DISABILITY INSURANCE	5,800	-	-	5,800	
001-513-00-3100	PROFESSIONAL SERVICES	18,000	5,500	-	23,500	
001-513-00-3400	PLANNING SERVICE	6,000	-	-	6,000	
001-513-00-4000	TRAVEL & PER DIEM	2,500	-	-	2,500	
001-513-00-4410	RENTALS & LEASES - VEHICLES	10,000	-	(10,000)	-	(H)
001-513-00-4610	REPAIRS & MAINTENANCE - VEHICLES	500	-	-	500	
001-513-00-4700	PRINTING & BINDING	100	-	-	100	
001-513-00-4710	CODIFICATION EXPENSES	6,500	-	-	6,500	
001-513-00-4900	OTHER CURRENT CHARGES	2,500	-	-	2,500	
001-513-00-4910	LEGAL ADVERTISING	4,000	-	-	4,000	
001-513-00-5230	FUEL EXPENSE	500	-	-	500	
001-513-00-5240	COLLEGE TUITION REIMBURSEMENT	8,500	-	-	8,500	
001-513-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	6,000	-	-	6,000	
001-513-00-6417	VEHICLES - LEASE PURCHASE	-	-	23,382	23,382	(G)
001-513-00-7100	PRINCIPAL PAYMENT	-	-	5,000	5,000	(H)
001-513-00-7200	INTEREST PAYMENT	-	-	5,000	5,000	(H)
	<b>513 Total</b>	<b>785,170</b>	<b>5,500</b>	<b>23,382</b>	<b>814,052</b>	
<b>GENERAL GOVERNMENT</b>						
001-519-00-3100	OTHER PROFESSIONAL SERVICES	-	-	2,800	2,800	(A)
001-519-00-3110	LEGAL SERVICES	160,000	-	-	160,000	
001-519-00-3120	ENGINEERING FEES	30,000	-	-	30,000	
001-519-00-3140	INFORMATION TECHNOLOGY EXPENSE	10,000	-	-	10,000	
001-519-00-3200	AUDITING & ACCOUNTING	30,000	-	-	30,000	
001-519-00-3400	CONTRACTUAL SERVICES	79,000	-	-	79,000	
001-519-00-3405	BUILDING PERMITS	120,000	80,000	99,000	299,000	(E)
001-519-00-3410	JANITORIAL SERVICES	4,000	-	-	4,000	
001-519-00-3415	WEBSITE/SOCIAL MEDIA	5,000	-	-	5,000	
001-519-00-3420	LANDSCAPING SERVICES	-	11,213	-	11,213	
001-519-00-3440	FIRE PROTECTION	2,091,722	-	-	2,091,722	
001-519-00-4100	COMMUNICATIONS SERVICES	10,000	-	-	10,000	
001-519-00-4200	FREIGHT & POSTAGE	4,000	-	-	4,000	
001-519-00-4300	UTILITY/ELECTRIC/WATER	15,000	-	-	15,000	
001-519-00-4310	SOLID WASTE DISPOSAL/YARDWASTE	810,000	-	-	810,000	
001-519-00-4500	INSURANCE	235,000	-	-	235,000	
001-519-00-4600	REPAIRS & MAINTENANCE - GENERAL	5,000	-	10,222	15,222	(A)
001-519-00-4700	PRINTING & BINDING	6,500	-	-	6,500	
001-519-00-4800	SPECIAL EVENTS	100,000	-	-	100,000	
001-519-00-4900	OTHER CURRENT CHARGES	5,000	-	-	5,000	
001-519-00-4910	LEGAL ADVERTISING	5,000	-	-	5,000	
001-519-00-5200	OFFICE & OPERATING SUPPLIES	10,000	-	-	10,000	
001-519-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	3,000	-	-	3,000	
001-519-00-6300	CAPITAL IMPROVEMENTS	-	-	5,896	5,896	(A)
001-519-00-8300	CONTRIBUTIONS & DONATIONS	3,000	-	-	3,000	
001-519-00-8310	NEIGHBORHOOD GRANT PROGRAM	60,000	-	-	60,000	
	<b>519 Total</b>	<b>3,801,222</b>	<b>91,213</b>	<b>117,918</b>	<b>4,010,353</b>	
<b>POLICE</b>						
001-521-00-1200	REGULAR SALARIES & WAGES	1,760,467	-	-	1,760,467	
001-521-00-1210	REGULAR SALARIES & WAGES - CROSSING GUARD	77,220	-	-	77,220	
001-521-00-1215	HOLIDAY PAY	75,000	-	-	75,000	
001-521-00-1220	LONGEVITY PAY	7,750	-	-	7,750	
001-521-00-1400	OVERTIME PAY	25,000	-	-	25,000	
001-521-00-1500	INCENTIVE PAY	15,000	-	-	15,000	
001-521-00-1505	POLICE OFF-DUTY DETAIL PAY	-	177,780	28,734	206,514	(C)
001-521-00-1506	POLICE LAKE CONWAY MARINE PATROL PAY	33,600	-	-	33,600	
001-521-00-1520	SPECIAL ASSIGNMENT PAY	29,000	-	-	29,000	
001-521-00-1530	BILINGUAL PAY	4,550	-	-	4,550	
001-521-00-2100	FICA/MEDICARE TAXES	155,110	13,601	2,198	170,909	(C)

**ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22**

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
001-521-00-2200	RETIREMENT CONTRIBUTIONS	346,270	-	-	346,270	
001-521-00-2300	HEALTH INSURANCE	320,000	-	-	320,000	
001-521-00-2310	DENTAL & VISION INSURANCE	10,000	-	-	10,000	
001-521-00-2320	LIFE INSURANCE	8,500	-	-	8,500	
001-521-00-2330	DISABILITY INSURANCE	24,000	-	-	24,000	
001-521-00-3100	TECHNOLOGY SUPPORT/SERVICES	150,000	-	(76,769)	73,231	(I)
001-521-00-3105	OTHER PROFESSIONAL SERVICES	-	1,700	5,800	7,500	(A)
001-521-00-3110	LEGAL SERVICES	8,000	-	-	8,000	
001-521-00-3120	NEW HIRE EXPENSES	3,000	-	-	3,000	
001-521-00-3405	RED LIGHT CAMERA FEES	336,000	-	-	336,000	
001-521-00-3406	LICENSE PLATE READERS/VIDEO MONITORING	53,500	-	(53,500)	-	(I)
001-521-00-3410	JANITORIAL SERVICES	3,500	-	-	3,500	
001-521-00-4000	TRAVEL & PER DIEM	7,000	-	-	7,000	
001-521-00-4100	COMMUNICATIONS SERVICES	35,000	-	-	35,000	
001-521-00-4110	DISPATCH SERVICE	73,000	-	-	73,000	
001-521-00-4200	POSTAGE & FREIGHT	2,000	-	-	2,000	
001-521-00-4300	UTILITY/ELECTRIC/WATER	5,000	-	-	5,000	
001-521-00-4410	RENTALS & LEASES - VEHICLES	220,000	-	(190,000)	30,000	(H)
001-521-00-4600	REPAIRS & MAINTENANCE - GENERAL	3,500	-	-	3,500	
001-521-00-4610	REPAIRS & MAINTENANCE - VEHICLES	10,000	-	-	10,000	
001-521-00-4620	REPAIRS & MAINTENANCE - RADAR GUNS	6,500	-	-	6,500	
001-521-00-4700	PRINTING & BINDING	3,500	-	-	3,500	
001-521-00-4800	COMMUNITY PROMOTIONS	3,000	-	-	3,000	
001-521-00-4900	OTHER CURRENT CHARGES	3,000	-	-	3,000	
001-521-00-4910	LEGAL ADVERTISING	1,000	-	-	1,000	
001-521-00-4920	MARINE EXPENSES	10,000	-	-	10,000	
001-521-00-5200	OFFICE & OPERATING SUPPLIES	10,000	-	3,722	13,722	(F)
001-521-00-5205	COMPUTER AND SOFTWARE	10,000	-	-	10,000	
001-521-00-5210	UNIFORMS	10,000	-	-	10,000	
001-521-00-5230	FUEL EXPENSE	70,000	-	-	70,000	
001-521-00-5240	COLLEGE TUITION REIMBURSEMENT	8,000	-	-	8,000	
001-521-00-5245	RADIOS	-	2,127	-	2,127	
001-521-00-5250	POLICE NON-CAPITAL EQUIPMENT	-	53,645	2,613	56,258	(F)
001-521-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	2,000	-	-	2,000	
001-521-00-5500	TRAINING - POLICE	5,000	-	-	5,000	
001-521-00-6400	CAPITAL - EQUIPMENT	-	-	26,587	26,587	(F)
001-521-00-6417	VEHICLES - LEASE PURCHASE	-	-	123,346	123,346	(F) (G)
001-521-00-7100	PRINCIPAL PAYMENT	-	-	275,269	275,269	(H) (I)
001-521-00-7200	INTEREST PAYMENT	-	-	45,000	45,000	(H)
	<b>521 Total</b>	<b>3,942,967</b>	<b>248,853</b>	<b>193,000</b>	<b>4,384,820</b>	
<b>PUBLIC WORKS</b>						
001-541-00-1200	REGULAR SALARIES & WAGES	245,614	-	-	245,614	
001-541-00-1400	OVERTIME PAY	500	-	-	500	
001-541-00-2100	FICA/MEDICARE TAXES	18,828	-	-	18,828	
001-541-00-2200	RETIREMENT CONTRIBUTIONS	39,298	-	-	39,298	
001-541-00-2300	HEALTH INSURANCE	62,000	-	-	62,000	
001-541-00-2310	DENTAL & VISION INSURANCE	2,100	-	-	2,100	
001-541-00-2320	LIFE INSURANCE	1,200	-	-	1,200	
001-541-00-2330	DISABILITY INSURANCE	3,500	-	-	3,500	
001-541-00-3100	PROFESSIONAL SERVICES	500	-	-	500	
001-541-00-3140	TEMPORARY LABOR	-	-	-	-	
001-541-00-3150	INFORMATION TECHNOLOGY EXPENSE	13,000	-	-	13,000	
001-541-00-3400	CONTRACTUAL SERVICES	12,000	26,335	-	38,335	
001-541-00-3420	LANDSCAPING SERVICES	41,000	-	-	41,000	
001-541-00-4000	TRAVEL & PER DIEM	1,000	-	-	1,000	
001-541-00-4100	COMMUNICATIONS SERVICES	6,000	-	-	6,000	
001-541-00-4300	UTILITY/ELECTRIC/WATER	120,000	-	-	120,000	
001-541-00-4410	RENTALS & LEASES - VEHICLES	42,000	-	(30,000)	12,000	(H)
001-541-00-4420	RENTALS & LEASES - EQUIPMENT	5,000	-	-	5,000	
001-541-00-4600	REPAIRS & MAINTENANCE - GENERAL	25,000	-	3,637	28,637	(A)
001-541-00-4610	REPAIRS & MAINTENANCE - VEHICLES & EQUIP	15,000	20,991	-	35,991	
001-541-00-4670	REPAIRS & MAINTENANCE - PARKS	42,000	-	2,490	44,490	(A)
001-541-00-4675	REPAIRS & MAINTENANCE - BOAT RAMPS	2,500	-	-	2,500	
001-541-00-4680	REPAIRS & MAINTENANCE - ROADS	35,000	-	-	35,000	
001-541-00-4690	URBAN FORESTRY	125,000	-	-	125,000	
001-541-00-4700	PRINTING & BINDING	3,000	-	-	3,000	

22

ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
001-541-00-4900	OTHER CURRENT CHARGES	-	-	-	-	
001-541-00-5200	OPERATING SUPPLIES	12,000	-	-	12,000	
001-541-00-5210	UNIFORMS	3,600	-	-	3,600	
001-541-00-5220	PROTECTIVE CLOTHING	2,000	-	-	2,000	
001-541-00-5230	FUEL EXPENSE	12,000	-	-	12,000	
001-541-00-5240	SMALL TOOLS & EQUIPMENT	7,500	1,014	-	8,514	
001-541-00-5250	COLLEGE TUITION REIMBURSEMENT	8,000	-	-	8,000	
001-541-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,500	-	-	1,500	
001-541-00-5500	TRAINING	6,000	-	-	6,000	
001-541-00-6200	CIP - BUILDINGS	-	-	-	-	
001-541-00-6300	CIP - INFRASTRUCTURE	-	-	-	-	
001-541-00-6320	CIP - RESURFACING & CURBING	-	15,690	-	15,690	
001-541-00-6330	CIP - SIDEWALKS	-	523,826	102,538	626,364	(A)
001-541-00-6335	CIP - NELA BRIDGE REPAIRS	-	-	-	-	
001-541-00-6375	CIP - FENCING	-	5,450	-	5,450	
001-541-00-6380	CIP - PARK IMPROVEMENTS	-	-	-	-	
001-541-00-6385	CIP - CLOCK TOWER	-	-	-	-	
001-541-00-6420	CIP - TRAFFIC CALMING	-	-	-	-	
001-541-00-6430	CAPITAL - EQUIPMENT	-	8,030	22,244	30,274	(A)
001-541-00-7100	PRINCIPAL PAYMENT	-	-	15,000	15,000	(H)
001-541-00-7200	INTEREST PAYMENT	-	-	15,000	15,000	(H)
<b>541 Total</b>		<b>913,640</b>	<b>601,336</b>	<b>130,909</b>	<b>1,645,885</b>	
<b>DEBT SERVICE</b>						
001-584-00-7100	PAYMENT ON BOND - PRINCIPAL	211,000	-	-	211,000	
001-584-00-7200	BOND DEBT - INTEREST	54,000	-	-	54,000	
<b>584 Total</b>		<b>265,000</b>	<b>-</b>	<b>-</b>	<b>265,000</b>	
<b>TOTAL EXPENDITURES</b>		<b>9,731,449</b>	<b>946,902</b>	<b>471,859</b>	<b>11,150,210</b>	
<b>ENDING FUND BALANCE</b>		<b>1,652,652</b>	<b>1,167,702</b>	<b>(92,497)</b>	<b>2,727,857</b>	
<b>Total Expenditures, Transfers Out, &amp; Ending Fund Balance</b>		<b>11,384,101</b>	<b>2,114,604</b>	<b>379,362</b>	<b>13,878,067</b>	

**TRANSPORTATION IMPACT FEE FUND 102**

<b>BEGINNING FUND BALANCE</b>		<b>119,188</b>	<b>2,824</b>	<b>-</b>	<b>122,012</b>	
<b>REVENUES</b>						
102-324-310	IMPACT FEES - RESIDENTIAL - TRANSPORTATION	-	-	-	-	
102-361-100	INTEREST - TRANSPORTATION IMPACT	500	-	-	500	
<b>TOTAL REVENUES</b>		<b>500</b>	<b>-</b>	<b>-</b>	<b>500</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>119,688</b>	<b>2,824</b>	<b>-</b>	<b>122,512</b>	
<b>EXPENDITURES</b>						
102-541-00-3100	PROFESSIONAL SERVICES	65,000	(65,000)	-	-	
102-541-00-6425	CIP - ROADWAY IMPROVEMENTS	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		<b>65,000</b>	<b>(65,000)</b>	<b>-</b>	<b>-</b>	
<b>ENDING FUND BALANCE</b>		<b>54,688</b>	<b>67,824</b>	<b>-</b>	<b>122,512</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>119,688</b>	<b>2,824</b>	<b>-</b>	<b>122,512</b>	

**STORMWATER FUND 103**

<b>BEGINNING FUND BALANCE</b>		<b>(407,841)</b>	<b>142,795</b>	<b>-</b>	<b>(265,046)</b>	
<b>REVENUES</b>						
103-331-100	FEMA REIMBURSEMENT - FEDERAL - FUND 103	-	165,025	-	165,025	
103-331-110	FEMA REIMBURSEMENT - STATE - FUND 103	-	18,336	-	18,336	
103-331-900	ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY	-	267,827	6,699	274,526	(A)
103-334-360	STATE RESILIENCY GRANT	-	-	-	-	
103-343-900	SERVICE CHARGE - STORMWATER	463,506	-	-	463,506	
103-361-100	INTEREST - STORMWATER	500	-	-	500	
103-369-908	OC NAV BOARD REIMBURSEMENTS	-	-	-	-	
<b>TOTAL REVENUES</b>		<b>464,006</b>	<b>451,188</b>	<b>6,699</b>	<b>921,893</b>	
<b>TRANSFERS IN</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>56,165</b>	<b>593,983</b>	<b>6,699</b>	<b>656,847</b>	
<b>EXPENDITURES</b>						
103-541-00-1200	REGULAR SALARIES & WAGES	188,621	-	-	188,621	
103-541-00-2100	FICA/MEDICARE TAXES	14,430	-	-	14,430	
103-541-00-2200	RETIREMENT CONTRIBUTIONS	30,179	-	-	30,179	
103-541-00-2300	HEALTH INSURANCE	38,000	-	-	38,000	
103-541-00-2310	DENTAL & VISION INSURANCE	1,300	-	-	1,300	

ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
103-541-00-2320	LIFE INSURANCE	900	-	-	900	
103-541-00-2330	DISABILITY INSURANCE	2,300	-	-	2,300	
103-541-00-3100	PROFESSIONAL SERVICES	-	12,000	-	12,000	
103-541-00-3110	LEGAL SERVICES - STORMWATER FUND	-	-	-	-	
103-541-00-3120	ENGINEERING FEES	140,000	-	-	140,000	
103-541-00-3430	NPDES	10,000	-	-	10,000	
103-541-00-3450	LAKE CONSERVATION	25,000	-	-	25,000	
103-541-00-4600	REPAIRS & MAINTENANCE	150,000	7,594	-	157,594	
103-541-00-4900	OTHER CURRENT CHARGES	-	-	-	-	
103-541-00-6300	CIP - CAPITAL IMPROVEMENTS	13,000	-	6,699	19,699	(A)
103-541-00-6319	CIP - CAPITAL IMPROVEMENTS - ARPA	-	248,235	-	248,235	
<b>TOTAL EXPENDITURES</b>		<b>613,730</b>	<b>267,829</b>	<b>6,699</b>	<b>888,258</b>	
<b>ENDING FUND BALANCE</b>		<b>(557,565)</b>	<b>326,154</b>	<b>-</b>	<b>(231,411)</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>56,165</b>	<b>593,983</b>	<b>6,699</b>	<b>656,847</b>	

<b>LAW ENFORCEMENT EDUCATION FUND 104</b>						
<b>BEGINNING FUND BALANCE</b>		<b>22,824</b>	<b>2,449</b>	<b>-</b>	<b>25,273</b>	
<b>REVENUES</b>						
104-351-200	JUDGEMENT & FINES - LE EDUCATION FUND	4,000	-	-	4,000	
104-361-100	INTEREST - LE EDUCATION FUND	500	-	-	500	
<b>TOTAL REVENUES</b>		<b>4,500</b>	<b>-</b>	<b>-</b>	<b>4,500</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>27,324</b>	<b>2,449</b>	<b>-</b>	<b>29,773</b>	
<b>EXPENDITURES</b>						
104-521-00-5500	TRAINING	20,000	-	-	20,000	
<b>TOTAL EXPENDITURES</b>		<b>20,000</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	
<b>ENDING FUND BALANCE</b>		<b>7,324</b>	<b>2,449</b>	<b>-</b>	<b>9,773</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>27,324</b>	<b>2,449</b>	<b>-</b>	<b>29,773</b>	

<b>PARKS IMPACT FEE FUND 105</b>						
<b>BEGINNING FUND BALANCE</b>		<b>-</b>	<b>781</b>	<b>-</b>	<b>781</b>	
<b>REVENUES</b>						
	NONE	-	-	-	-	
<b>TOTAL REVENUES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>-</b>	<b>781</b>	<b>-</b>	<b>781</b>	
<b>EXPENDITURES</b>						
	NONE	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>ENDING FUND BALANCE</b>		<b>-</b>	<b>781</b>	<b>-</b>	<b>781</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>-</b>	<b>781</b>	<b>-</b>	<b>781</b>	

<b>GENERAL GOVERNMENT IMPACT FEE FUND 106</b>						
<b>BEGINNING FUND BALANCE</b>		<b>-</b>	<b>1,023</b>	<b>-</b>	<b>1,023</b>	
<b>REVENUES</b>						
	NONE	-	-	-	-	
<b>TOTAL REVENUES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>-</b>	<b>1,023</b>	<b>-</b>	<b>1,023</b>	
<b>EXPENDITURES</b>						
	NONE	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>ENDING FUND BALANCE</b>		<b>-</b>	<b>1,023</b>	<b>-</b>	<b>1,023</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>-</b>	<b>1,023</b>	<b>-</b>	<b>1,023</b>	

<b>CAPITAL EQUIPMENT REPLACEMENT FUND 301</b>						
<b>BEGINNING FUND BALANCE</b>		<b>13,673</b>	<b>1,110</b>	<b>-</b>	<b>14,783</b>	
<b>REVENUES</b>						
301-361-100	INTEREST - CAP EQUIP REPL FUND	-	-	-	-	
<b>TOTAL REVENUES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TRANSFERS IN</b>						

24

ATTACHMENT A  
CITY OF BELLE ISLE  
FY 2023/2024  
BUDGET AMENDMENT #2  
RESOLUTION# 24-22

e.

Account Id	Account Description	ORIGINAL BUDGET 2023/2024	BA#1 RESOLUTION# 24-11	BA#2 RESOLUTION# 24-22	AMENDED BUDGET 2023/2024	REF#
301-381-000	TRANSFER IN FROM GENERAL FUND 001	-	-	-	-	
<b>TOTAL TRANSFERS IN</b>		-	-	-	-	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		<b>13,673</b>	<b>1,110</b>	-	<b>14,783</b>	
<b>EXPENDITURES</b>						
301-541-00-6430	CAPITAL - EQUIPMENT - CHIPPER	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		-	-	-	-	
<b>ENDING FUND BALANCE</b>		<b>13,673</b>	<b>1,110</b>	-	<b>14,783</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		<b>13,673</b>	<b>1,110</b>	-	<b>14,783</b>	

<b>CAPITAL IMPROVEMENT REVENUE NOTE 2020 PROJECT FUND 303</b>						
<b>BEGINNING FUND BALANCE</b>		-	<b>419,656</b>	-	<b>419,656</b>	
<b>REVENUES</b>						
	NONE	-	-	-	-	
<b>TOTAL REVENUES</b>		-	-	-	-	
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>		-	<b>419,656</b>	-	<b>419,656</b>	
<b>EXPENDITURES</b>						
303-517-00-3100	PROFESSIONAL SERVICES - FUND 303	-	-	-	-	
303-517-00-6100	CIP - LAND PURCHASE	-	-	-	-	
303-517-00-6300	CIP - STORMWATER PROJECTS	-	<b>419,656</b>	<b>(108,961)</b>	<b>310,695</b>	<b>(B)</b>
303-517-00-7100	PAYMENT ON BOND - PRINCIPAL	-	-	<b>108,961</b>	<b>108,961</b>	<b>(B)</b>
<b>TOTAL EXPENDITURES</b>		-	<b>419,656</b>	-	<b>419,656</b>	
<b>ENDING FUND BALANCE</b>		-	<b>0</b>	-	<b>0</b>	
<b>Total Expenditures &amp; Ending Fund Balance</b>		-	<b>419,656</b>	-	<b>419,656</b>	

- (A) Record ARPA revenue and expenditures (\*offsets\*)
- (B) Adjust use of remaining 2020 bond proceeds (\*offsets\*)
- (C) Record rev/exp for Police Off-Duty (\*offsets\*)
- (D) Increase budget for election mailers sent out in FY 23/24
- (E) Record rev/exp for Building Permits (\*offsets-off slightly due to timing of cash receipts\*)
- (F) JAG Grant 8C274 expenditures \$82,847 - grant reimb s/b received in FY 24/25
- (G) Record lease proceeds and capital outlay expenditures for new leases (\*offsets\*)
- (H) Reclass lease expenditures to principal/interest (Enterprise vehicle leases / Axon Tasers & BWC) (\*offsets\*)
- (I) Reclass SBITA expenditures to principal payments (Flock Safety LPR's) (\*offsets\*)

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: November 19, 2024  
To: Honorable Mayor and City Council Members  
From: Rick Rudometkin, City Manager  
Subject: 2020 Bond Proceeds Closeout

**Background:**

The 2020 bond proceeds were initially required to be spent by September 25, 2023 but we requested an extension with the intent of spending the proceeds by the end of December 2023. Unfortunately, we still have \$108,961.46 remaining unspent. The Bond Note counsel informed us that if we were unable to use the proceeds towards the projects designated that they could be used to make the **next principal payment due**. We made a bond payment on 9/30/2024 for \$134,065.47 (\$110,842.39 principal / \$23,223.08 interest) which would normally be paid from the General Fund. Due to the amount of time that has passed and in an effort to close out the bond fund (Fund 303), we want to use the remaining \$108,961.46 of the proceeds towards the 9/30/24 bond payment with the remaining \$25,104.01 coming out of General Fund. This is the best scenario.

**Staff Recommendation:**

To use the remaining \$108,961.46 of the 2020 bond proceeds towards the principal portion of the bond payment made on 9/30/24, reducing the amount coming out of the General Fund to \$25,104.01, and allowing us to close out the bond fund (Fund 303). This is the best scenario.

**Suggested Motion: I move to approve using the remaining \$108,961.46 of the 2020 bond proceeds towards the 9/30/24 bond payment with the remaining \$25,104.01 coming out of General Fund.**

**Alternatives:** Do not approve.

**Fiscal Impact:** Use the remaining 303 funds and \$25,104.01 of GF

**Attachments:** N/A

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: 23PLN26 Belle Isle Comp Vulnerability Assessment Grant Agreement

Background:  
Execution of **23PLN26** Agreement Belle Isle Comprehensive Vulnerability Assessment grant agreement is needed to move forward with this grant. The grant is for \$80k with a match of \$35k. We will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, FL statutes for the City of Belle Isle. This grant will help our community and agency identify and address potential risks.

Staff Recommendation:  
Approve moving forward with this grant agreement.

Suggested Motion: **I move to approve the 23PLN26 Belle Isle Comp Vulnerability Assessment Grant Agreement for execution.**

Alternatives: Do not approve.

Fiscal Impact: \$35k match from the city

Attachments:  
23PLN26 - ARPA Agreement - Belle Isle Comprehensive Vulnerability Assessment - For Execution

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

g.

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

1. Project Title (Project): Belle Isle Comprehensive Vulnerability Assessment Agreement Number: 23PLN26

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

Grantee Name: City of Belle Isle Entity Type: Local Government  
 Grantee Address: 1600 Nebula Avenue Belle Isle, Florida, 32809 FEID: 59-1450640 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: 09/30/2026

4. Project Number: (If different from Agreement Number) Project Location(s): Orange County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for City of Belle Isle.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$80,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	197-H23	\$ 80,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 35,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 115,000.00

6. Department's Grant Manager Name: Carson Norris or successor Address: Resilient Florida Program 3900 Commonwealth Boulevard, MS230 Tallahassee, Florida 32399 Phone: 850-245-3150 Email: Carson.Norris@FloridaDEP.gov

Grantee's Grant Manager Name: Rick Rudometkin or successor Address: 1600 Nela Ave Belle Isle, Florida, 32809 Phone: 407-851-7730 Email: rickr@belleislefl.gov

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

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



<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	XWB9FP3ADXK8
Federal Award Date to Department:	2/6/2023
Federal Award Project Description:	The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for City of Belle Isle.
Total Federal Funds Obligated by this Agreement:	\$80,000.00
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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

City of Belle Isle **GRANTEE**

Grantee Name  
 By   
*(Authorized Signature)* Date Signed

Nicholas Fouraker, Mayor  
 \_\_\_\_\_  
 Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**  
 By   
 Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection  
 \_\_\_\_\_  
 Print Name and Title of Person Signing

Additional signatures attached on separate page.

---

---

ORCP Additional Signatures

---

---

\_\_\_\_\_  
DEP Grant Manager, Carson Norris

\_\_\_\_\_  
DEP QC Reviewer, Charles Neuhauser

---

---

Grantee may add additional signatures below, if needed.

---

---

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties’ Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties’ records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee’s match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

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

**4. Deliverables.**

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

**5. Performance Measures.**

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

**6. Acceptance of Deliverables.**

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

**7. Financial Consequences for Nonperformance.**

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

**Attachment 1**

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

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

**8. Payment.**

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

**Attachment 1**

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

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

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

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

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

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

**Attachment 1**

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

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

**10. Status Reports.**

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

**11. Retainage.**

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

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

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

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

**12. Insurance.**

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

**13. Termination.**

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



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

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

**16. Suspension of Work.**

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

**17. Force Majeure.**

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

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

**18. Indemnification.**

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

**Attachment 1**

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

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

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

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

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

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

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

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

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

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

**25. Investing in America**

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

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.  
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

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

**Attachment 1**

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

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

**27. Lobbying and Integrity.**

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

**28. Record Keeping.**

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

**29. Audits.**

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

**Attachment 1**

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

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

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting.**

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

**33. Guarantee of Parent Company.**

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

**Attachment 1**

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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

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

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

**38. Assignment.**

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

**39. Compensation Report.**

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

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

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

**41. Food Commodities.**

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

**42. Anti-human Trafficking.**

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

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

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

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

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

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

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

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

**44. Complete and Accurate information.**

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

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

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



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23PLN26

ATTACHMENT 2

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

**1. Scope of Work.**

The Project funded under this Agreement is Belle Isle Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

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

**3. Payment Provisions.**

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

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 30% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$35,000.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made Choose an item or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to match requirements must demonstrate to the Department that the Grantee has designated the necessary amount of funds as match, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee’s required match may be reduced proportionately, as long as at least a 30% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

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

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:  

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

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

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

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

**16. Additional Terms.**

- a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

- b. Paragraph 8.i. of Attachment 1 is deleted.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 23PLN26**

**ATTACHMENT 3**

**PROJECT TITLE:** Belle Isle Comprehensive Vulnerability Assessment

**PROJECT LOCATION:** The Project is located in the City of Belle Isle within Orange County, Florida.

**PROJECT DESCRIPTION:**

The City of Belle Isle (Grantee) will complete the Belle Isle Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Belle Isle Comprehensive Vulnerability Assessment**

The Grantee will complete the following under this Project:

Acquire Background Data

The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA’s extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Exposure and Sensitivity Analyses

The Grantee will perform exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Final Vulnerability Assessment Report

The Grantee will finalize the Vulnerability Assessment report. The final report shall include a summary of identified risks and, if applicable, assigned focus areas.

Project Meeting(s)

The Grantee is permitted to facilitate project meetings as deemed necessary. Project meetings shall be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include but are not limited to the subtypes and descriptions below.

- *Steering Committee Meetings*

The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

- *Public Outreach Meetings*

The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public’s input for the selection of focus areas.

Local Mitigation Strategy

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

Adaptation Plan

The Grantee will complete a flood resilience Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook. It is recommended that it include the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP may also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

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

- **1.1:** A Final Vulnerability Assessment Report that provides a summary of results and conclusions based on the statutorily-required scenarios and standards in s.380.093, F.S., to include, at a minimum:
  - Findings of the gap analysis;
  - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
  - Details on the modeling process and type of models used during the exposure and sensitivity analyses.
- **1.2:** GIS data including, at a minimum, those listed below. If available, the data should be provided in a single file geodatabase.
  - Raster layers with appropriate metadata of the background data compiled that is not publicly available nor already included in the statewide flood vulnerability and sea level rise data set. This data should include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.
  - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available.
  - Feature class (or shapefile) of asset datasets with the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., including the appropriate metadata that identified the methods used to create the risk layers. The datasets must include an attribute of critical assets, including regionally significant assets, that are currently, or within 50 years reasonably expected to be, impacted by flooding and sea level rise. The feature class must use the template provided in the GIS Data Standards.
- **1.3:** A signed Vulnerability Assessment Compliance Checklist Certification.
- **1.4:** A final list of all meetings hosted or attended by the Grantee. The list must include the type of meeting (Steering Committee, Public Outreach, Public Presentation), location, date, and time of meeting(s).
- **1.5:** The Grantee will provide the following for each of the meetings identified through deliverable 1.4:
  - A copy of the presentation(s) and all materials created in the preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), including a meeting agenda;
  - A summary report or meeting minutes that include the meeting purpose, number of attendees, stakeholder recommendations and guidance, and documents decisions and agreed upon outcomes. Steering Committee meetings must also include information regarding the attendee including name, affiliation, position title, and contact information; and
  - A copy of the file or weblink of the video or audio recording from the meeting, if applicable.
- **1.6:** The final Adaptation Plan or Report.
- **1.7:** A letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference and annex in the next iteration of the LMS Plan, i.e., the next five-year update; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. If the Project is not completed by the Agreement’s Date of Expiration, all remaining Project deliverables must be submitted no later than sixty (60) days following the completion of the Project, as required by Paragraph 14 to Attachment 6, Program-Specific Requirements. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request. For Projects funded with federal American Rescue Plan Act funds that are not completed by the Agreement End Date, these Consequences for Non-Performance will not apply if all Department funds have been expended and only Match funds remain.

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

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior

to October 1, 2024. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Comprehensive Vulnerability Assessment	\$80,000.00	\$35,000.00	\$115,000.00	Upon Execution	6/30/2026
<b>Total:</b>		<b>\$80,000.00</b>	<b>\$35,000.00</b>	<b>\$115,000.00</b>		



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements

Attachment 4

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida’s website at <http://www.myflorida.com/>, Department of Financial Services’ Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

**PART III: OTHER AUDIT REQUIREMENTS**

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

**PART IV: REPORT SUBMISSION**

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

B. The Auditor General’s Office at the following address:

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

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

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

By Mail:

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

Electronically:

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

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

**Attachment 5**

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

**PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$80,000.00	197-H23
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$80,000.00	
-------------	-------------	--

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

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

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

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

ATTACHMENT 6

General

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

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

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



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

**Implementation Grants**

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

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

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

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

**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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

**Attachment 8**

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

**ADMINISTRATIVE**

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF TREASURY-SPECIFIC**

**1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

**SLFRF-SPECIFIC**

**1. Period of Performance**

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

**2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

**SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

**1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

**2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.



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

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

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

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

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

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

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN26**

**BELLE ISLE COMPREHENSIVE VULNERABILITY ASSESSMENT**

**City of Belle Isle**

**Final Project Report**



Insert Month & Year

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

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

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

**Part IV. Further Recommendations**

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

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 23PLN26

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

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

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

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

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

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

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

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

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

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

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

**Exhibit H**

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

DEP Agreement Number: 23PLN26

Project Title: Belle Isle Comprehensive Vulnerability Assessment

Grantee: City of Belle Isle

---

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

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

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

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

---

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

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

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

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

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

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

**Exhibit J**

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

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

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

Printed Name:

Title:

Signature:

Date:



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MATCH EXPENDITURE MONITORING FORM  
RESILIENT FLORIDA PROGRAM**

**Exhibit M**

*Only applicable for grant agreements funded by the American Rescue Plan Act (ARPA) funds.*

**DEP Agreement Number:** 23PLN26

**Project Title:** Belle Isle Comprehensive Vulnerability Assessment

**Grantee:** City of Belle Isle

If the ARPA-funded portion of the above-identified grant is completed or the Grantee has received the final reimbursement of ARPA funds available in the Agreement, and the Project is not completed by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), then this Exhibit will apply, as per Paragraph 14 to Attachment 6, Program-Specific Requirements. The Grantee will complete and submit this Exhibit to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) either prior to or with the final Exhibit C, Payment Request. This Exhibit must be submitted to the Department in order to formally close out the grant in the Florida Accountability Contract Tracking System (FACTS) and to identify all remaining deliverable(s) which are to be completed solely using the Grantee’s match funding.

The Department will conduct monitoring of the Project, which will extend beyond the Agreement’s Date of Expiration, in order for the Grantee to submit all remaining Project deliverables and meet the Match Requirements established in Section 7 to Attachment 2, Special Terms and Conditions. Monitoring will be concluded once all remaining Project deliverables required by this Exhibit have been received and accepted in writing by the Department. The remaining match-funded Project deliverables, as identified below, will be submitted after the Task Due Date listed in the Project Timeline and Budget Detail table.

The Grantee will assist the Department in completing the Project’s match-funded monitoring activities by submitting the following to the Department:

1. An Exhibit A, Progress Report Form, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified here: Quarter 1: Jul – Sep; Quarter 2: Oct – Dec; Quarter 3: Jan – Mar; and Quarter 4: Apr – Jun; until the Project is completed, and monitoring is no longer required.
2. An Exhibit C, Match Detail Form, and all supporting fiscal documentation, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified above; until the Project is completed, and monitoring is no longer required.
3. Notice of final Project completion, including the date of completion, submitted to the Department no later than thirty (30) days following the completion date of the Project.
4. Full submission of remaining match-funded deliverables for all Project tasks, as listed in the table below (use additional pages, if needed).

<b>Task Number</b>	<b>Deliverable Number</b>	<b>Deliverable Description</b>

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

**Certification:** By signing below, I certify that, on behalf of the Grantee listed above, the remaining match-funded deliverable(s) along with all related monitoring activities will be provided to the Department as described in this Exhibit.

Grantee Grant Manager Name: \_\_\_\_\_

Grantee Grant Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: 22FRP106 - ARPA Final Amendment 1 - City of Belle Isle Sol Avenue Rebuild - For Execution

Background:  
The City of Belle Isle (Grantee) has completed the Sol Avenue Rebuild project (Project) and has reconstructed Sol Avenue in Belle Isle to include new road base and geotextile to prevent water from coming up through the road base to prevent flooding. This amendment updates Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein.

Staff Recommendation:

Suggested Motion: **I move to approve the 22FRP106 agreement - ARPA Final Amendment 1 - City of Belle Isle Sol Avenue Rebuild grant - For Execution**

Alternatives: Do not approve.

Fiscal Impact: Possible reimbursement of \$196,862.00

Attachments:  
23PLN26 - ARPA Agreement - Belle Isle Comprehensive Vulnerability Assessment - For Execution

**AMENDMENT NO. 1  
TO AGREEMENT NO. 22FRP106  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF BELLE ISLE**

This Amendment to Agreement No. 22FRP106 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Belle Isle (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Sol Avenue Rebuild (Project), effective February 4, 2022, and revised Standard Grant Agreement executed on April 4, 2024; and,

WHEREAS, the Parties agree that the Project Title shall hereinafter change from, “Sol Avenue Rebuild” to “City of Belle Isle Sol Avenue Rebuild” with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22FRP106;

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

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

1. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
2. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 4, shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

- 5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
- 6. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.
- 7. Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8, shall hereinafter refer to Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.
- 8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
- 9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
- 10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF BELLE ISLE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Representative or Designee

By: \_\_\_\_\_  
Secretary or Designee

Nicholas Fouraker, Mayor  
Print Name and Title

Alex Reed, Director of the Office of Resilience and Coastal Protection  
Print Name and Title

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

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

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

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

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

**ATTACHMENT 1-A**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

**4. Deliverables.**

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

**5. Performance Measures.**

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

**6. Acceptance of Deliverables.**

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

**7. Financial Consequences for Nonperformance.**

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



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

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

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

- i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
- ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
- iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
- iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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

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

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

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

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

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

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

**Attachment 1-A**

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

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

**10. Status Reports.**

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

**11. Retainage.**

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

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

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

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

**12. Insurance.**

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

**13. Termination.**

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

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

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

**16. Suspension of Work.**

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

**17. Force Majeure.**

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

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

**18. Indemnification.**

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

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

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

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

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

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

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

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

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

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

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

**25. Investing in America**

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

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.  
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

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



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

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

**27. Lobbying and Integrity.**

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

**28. Record Keeping.**

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

**29. Audits.**

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

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

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

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting.**

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

**33. Guarantee of Parent Company.**

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

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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

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

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

**38. Assignment.**

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

**39. Compensation Report.**

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

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

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

**41. Food Commodities.**

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

**42. Anti-human Trafficking.**

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

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

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

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

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

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

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

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

**44. Complete and Accurate information.**

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

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

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

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Special Terms and Conditions  
AGREEMENT NO. 22FRP106

ATTACHMENT 2-A

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

**1. Scope of Work.**

The Project funded under this Agreement is City of Belle Isle Sol Avenue Rebuild. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on February 4, 2022, and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

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

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:  

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.  
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

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

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

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

**16. Additional Terms.**

a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REVISED GRANT WORK PLAN  
AGREEMENT NO. 22FRP106**

**ATTACHMENT 3-A**

**PROJECT TITLE:** City of Belle Isle Sol Avenue Rebuild

**PROJECT LOCATION:** The Project is located in the City of Belle Isle within Orange County, Florida.

**PROJECT DESCRIPTION:**

The City of Belle Isle (Grantee) will complete the City of Belle Isle Sol Avenue Rebuild project (Project) will reconstruct the Sol Avenue in Belle Isle to include new road base and geotextile to prevent water from coming up through the road base to prevent flooding. Currently, when the water table is high, water is seen slowly bubbling up through the asphalt pavement on Cove Drive and Sol Avenue. This has formed 'ruts and depressions' in the roadway asphalt. The ruts and depressions create a "washboard" effect for travel and the asphalt is deteriorating due to the water percolating up from under the road base and asphalt. The Project will include the design, permitting, and construction of the project.

**TASKS AND DELIVERABLES**

**Task 1: City of Belle Isle Sol Avenue Rebuild**

The Grantee will complete the following under this Project:

Construction

The Grantee will construct City of Belle Isle Sol Avenue Drainage Project accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Deliverables:** The Grantee will submit:

- **1.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8.
- **1.2:** A copy of the final design and record (as-built) drawings.
- **1.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project.
- **1.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.5:** Project administration and management report(s) signed by the Grantee’s Grant Manager



or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:

- o A summary of project administration activities which may also include project and site inspections;
- o Meeting minutes to all attended meetings, as applicable; and
- o Field notes, if applicable.

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

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

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

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding

must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior to October 1, 2024. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>DEP Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	City of Belle Isle Sol Avenue Rebuild	\$196,862	02/04/2022	06/30/2026
<b>Total:</b>		<b>\$196,862</b>		

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

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

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

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

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

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

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

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

**Attachment 5-A**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida’s website at <http://www.myflorida.com/>, Department of Financial Services’ Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

**PART III: OTHER AUDIT REQUIREMENTS**

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

**PART IV: REPORT SUBMISSION**

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

B. The Auditor General’s Office at the following address:

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

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

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

By Mail:

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

Electronically:

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

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

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

**PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	U.S. Department of Treasury	21.027	SLFRP0125	196,862.00	152-D22
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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



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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$196,862.00	
-------------	--------------	--

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

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

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

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

ATTACHMENT 6-A

General

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

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

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

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

**Implementation Grants**

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

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

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

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

**ATTACHMENT 8-A**  
**Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

**ADMINISTRATIVE**

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

**Attachment 8-A**

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).



The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF TREASURY-SPECIFIC**

**1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

**SLFRF-SPECIFIC**

**1. Period of Performance**

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

**2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

**SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

**1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

**2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

**Attachment 8-A**

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
  - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
  - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
  - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A-1  
REVISED PROGRESS REPORT FORM**

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

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

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

**Exhibit H-1**

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

DEP Agreement Number: 22FRP106

Project Title: City of Belle Isle Sol Avenue Rebuild

Grantee: City of Belle Isle

---

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

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

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

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

---

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

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Temporary limited waiver of city permit fees related to Hurricane Milton

Background:  
Due to damages caused by Hurricane Milton on October 9, 2024, the City Council has determined that it is in the best interest of the public, and the health, safety, and welfare of citizens, to authorize a temporary limited waiver of City building and zoning permit fees for Hurricane Milton related repair or replacement of roofs, screened enclosures, fencing, HVAC and electrical systems, swimming pool systems, marine structures, and solar collectors. This temporary limited waiver is only applicable to the collection of City Building permit and zoning fees, and does not relinquish the requirement that permits for repair and/or replacement must be applied for by the applicant and issued by the City of Belle Isle, nor does it apply to state and county fees. The temporary waiver goes through December 31, 2024

Staff Recommendation:  
Approve temporary waiver of City building and zoning permit fees.

Suggested Motion: **I move to approve the temporary limited waiver of City building and zoning permit fees only through December 31, 2024.**

Alternatives: Do not approve.

Fiscal Impact: Minimal permit fee reduction

Attachments:  
Resolution 24-21 Waiver of Fees

RESOLUTION 24-21

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THROUGH DECEMBER 31, 2024, THE TEMPORARY WAIVER OF CERTAIN CITY BUILDING PERMIT FEES FOR REPAIRS RELATED TO HURRICANE MILTON DAMAGE, IN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS FOR REPAIRING OR REPLACING ROOFS, SCREENED ENCLOSURES, FENCING, HVAC AND ELECTRICAL SYSTEMS, SWIMMING POOL SYSTEMS, MARINE STRUCTURES, AND SOLAR COLLECTORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, due to damages caused by Hurricane Milton on October 9, 2024, City Council has determined that it is in the best interest of the public, and the health, safety, and welfare of citizens, to authorize a temporary limited waiver of City building and zoning permit fees for Hurricane Milton related repair or replacement of roofs, screened enclosures, fencing, HVAC and electrical systems, swimming pool systems, marine structures, and solar collectors; and

WHEREAS, this temporary limited waiver is only applicable to the collection of City Building permit and zoning fees, and does not exempt the applicant from the requirement to apply for and obtain permits for repair and/or replacement, nor does it apply to state and county fees; and

WHEREAS, City Council wishes to authorize the temporary waiver through December 31, 2024; and

WHEREAS, City Council does hereby find that the adoption of this Resolution is in the best interest of the City of Belle Isle.

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belle Isle,  
2 Florida that:

3 Section 1. The above recitals are true and correct and incorporated  
4 herein.

5 Section 2. The Belle Isle City Council approves the temporary limited  
6 waiver of Hurricane Milton related City building and zoning permit fees,  
7 in both Residential and Commercial zoning districts, for repairing or  
8 replacing roofs, screened enclosures, fencing, HVAC and electrical  
9 systems, swimming pool systems, marine structures, and solar collectors;  
10 through December 31, 2024. The City Manager is authorized to determine if  
11 a permit application qualifies for a fee waiver under this Resolution.

12 Section 3. This Resolution shall take effect immediately upon its  
13 adoption and apply to permit applications filed with the City from October  
14 10, 2024, through December 31, 2024.

15

16 Adopted by the City Council on this 19<sup>th</sup> day of November 2024.

17

\_\_\_\_\_  
NICHOLAS FOURAKER, MAYOR

18

19 Attest: \_\_\_\_\_  
20 Yolanda Quiceno, CMC-City Clerk

21

22 \_\_\_\_\_

23 Approved as to form and legality  
24 City Attorney

25

STATE OF FLORIDA

1 COUNTY OF ORANGE

2 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that  
3 the above and foregoing document RESOLUTION 24-21 was duly and legally passed by  
4 the Belle Isle City Council, in session assembled on the \_\_ day of \_\_\_\_\_ 2024,  
5 at which session a quorum of its members were present.

6

7

---

8 Yolanda Quiceno, CMC-City Clerk

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



# CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Richard Weinsier, Tree Board Chairman  
Subject: Two-Prong Approach to Our Tree Canopy

## Tree Advisory Board – Council Presentation Information for Nov. 19<sup>th</sup> meeting

We are taking a two-prong approach to our tree canopy.

1. Encourage residents to improve their tree canopy by:
  - a. Providing new residents with two free trees
  - b. Raffling off a \$1000 oak tree trimming on Arbor Day
  - c. Raffling off trees at different BI events
2. Reconsiderations of the tree removal permit (attached) and fines (chart below)
  - a. Minimally increase tree removal permit fee from \$25 to \$35
  - b. Majorly increase fines for residents that do NOT follow our tree ordinances

ZONING FEES - CITY CODE OR ORDINANCES			
Permit type	Code Section	Zoning Permit Fee/Review	After the Fact Permit
Tree Removal Permit	48-63 / CS/HB 1159	\$35	\$70
Tree Removal (Private/Public) Without a Permit		DBH of 4" to 24"	\$100 per inch of DBH
Tree Removal (Private/Public) Without a Permit		DBH greater than 24"	\$200 per inch over DBH of 24"
Planting in the Right of Way		Pay for cost of removal	
Replacement tree - Failure to plant		\$100/month until replaced	
Replacement tree - Died prior to a year		\$100/month until replaced	
Tree Trust Fund - Replacement per tree Option		\$250	

## New Residents Program to begin in January 2025.

1. Create each quarter (previous 3 months) a list of new homes bought in Belle Isle.
2. Each commissioner will receive the list of the new resident’s addresses in their district.
3. The Commissioner will share the following upon visiting the new resident.
  - a. A Tree City informational sheet with two coupons for free trees on the front, which will be paid for from the Tree Board’s budget. (See sheet attached.)
  - b. On the back, it will list all the basic Belle Isle information.
  - c. Attached to the sheet will be a flash drive provided by JJs in the form of a trash truck, which contains the new resident information from our website and the website information for more up-to-date information.
  - d. A goodie bag that will contain promotional coupons from several of our local business establishments.

**Suggested Tree Ordinance Changes**

**Sec. 48-63 Tree Protection**

- (d)(1) No tree with a DBH of ~~six~~ (four) inches or greater shall be removed from any developed property.
- (d)(2) Land clearing for development shall occur in the city ~~without~~ (only after) the owner first ~~obtaining~~ (obtained) a permit from the City.
- (d)(3)d. Identify the location, DBH, names, and height of all individual trees, which are ~~six~~ (four) inches DBH or greater.
- (d)(3)h. All trees scheduled ...
  - In the last part of this section, it states that any resident that is denied a permit for removal of a tree by the City Manager can come to the Tree Board for an appeal.  
*Remove this section from the ordinance.*
- (d)(4) Use of unregistered tree service. Change the last sentence to read: “ ... as an irreversible violation subject to the imposition of a fine ~~not to exceed \$5,000.00 per violation~~ (according to the fee schedule for tree removal without a permit).”
- (d)(7) Replacement of trees. Reword paragraph to: “Any REQUIRED replacement tree(s) MUST be done in accordance with this chart.”
- (d)(7) Chart: Number of Replacement Trees (ADD the following: “each with a minimum DBH of four (4) inches”)

The Tree Board would like to add the following to our Tree Removal Permit Application-Developed Property.

- Removal of a legacy tree with a DBH greater than 24 inches MUST have the approval of the Tree Advisory Board before receiving a Tree Removal Permit for a Developed Property.

=====

**Solid Waste and Recycling program**

1. Continuation of our twice-a-year Electronic Recycling Event.
2. Continuation of our recycling of dead non-rechargeable alkaline batteries and florescent bulbs at City Hall office on any day that it is open.
3. NEW— “Cheaper By The Dozen” paper bags for residents to put their leaves or other yard waste in. These bags will be recycled with our Monday pickup and will not go into the landfill.
  - a. Tree Board will buy 30-gallon paper bags and then sold to residents at \$5/dozen
  - b. Cost to the City will be approximately \$30 per year

# CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Richard Weinsier, Tree Board Chairman  
Subject: New Resident Program

---

As a new resident of Belle Isle, we want you to know that you are now living in a Tree City.

The Tree City USA program provides a four-step framework for maintaining and growing our tree canopy. It also gives us an avenue to celebrate our work, showing residents, visitors, and the entire country that we are committed to the mission of environmental change.



**TREE CITY USA**  
An Arbor Day Foundation Program

**Belle Isle was awarded the Tree City USA certification by fulfilling these standards:**

- An active Tree Board.
- A tree care ordinance.
- A community forestry program with an annual budget of at least \$2 per capita.
- An Arbor Day observance and proclamation.

To help us improve our Belle Isle tree canopy, consider using these coupons to request one or two free trees for your home.

**Congratulations on being a new resident of Belle Isle.**

This is COUPON #1 for you to receive a free tree for your home. Please come to a Belle Isle Tree Board meeting to receive information on acquiring your tree.

**Congratulations on being a new resident of Belle Isle.**

This is COUPON #2 for you to receive a free tree for your home. Please come to a Belle Isle Tree Board meeting to receive information on acquiring your tree.

**Belle Isle information**

New Resident informational website:

<https://www.belleislefl.gov/community/page/new-residents>

*\*Use this website to get all the latest new-resident information. \**

Belle Isle website address:

[www.belleislefl.gov](http://www.belleislefl.gov)

*\*Use this website to get the latest updates on events and activities. \**

Rick Rudometkin, City Manager: [rickr@belleislefl.gov](mailto:rickr@belleislefl.gov)

Nicholas "Nick" Fouraker, Mayor: [mayor@belleislefl.gov](mailto:mayor@belleislefl.gov)

Yolanda Quiceno, City Clerk: [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

Belle Isle front office phone: (407) 851-7730

Address: 1600 Nela Avenue  
Belle Isle, FL 32809

=====

Attached to this sheet is our Belle Isle Waste Provider's flash drive, which is a trash truck. On the flash drive, you will find the many services and opportunities presently available in our beautiful Tree City of Belle Isle.

- 0. Belle Isle Informational Websites
- 1. Welcome from our City Mayor
- 2. A brief history of our past 100 years
- 3. Meet your Mayor and District Commissioner
- 4. How to Stay Connected with happenings in your City
- 5. Learn about the City Manager and his Administration
- 6. Belle Isle's own Police department that keeps us safe
- 7. The Public Works department that keeps us moving forward
- 8. Code Enforcement that keeps us honest
- 9. Committees that you can volunteer to serve on
- 10. Solid Waste and Recycling program that keeps us clean
- 11. List of Parks and Lake Ramps for your enjoyment
- 12. Knowledge about required PERMITS
- 13. Belle Isle District Map, so you know your District number
- 14. Watering restrictions from the St. Johns River Water Management District, so we don't waste water

# CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** November 19<sup>th</sup>, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Richard Weinsier, Tree Board Chairman  
**Subject:** Requested Changes to the Tree Removal Application

## Tree Removal Permit Application - Developed Property

*Tree Removal permits are required to meet the conditions under the **Ordinance CH 48, ART III, SEC 48-63 – HB 1159** Tree Protection -[www.municode.com](http://www.municode.com)*

Parcel ID	Permit #
Property Owner's Name	Owner's Phone Number
Property Address	
Party Responsible for Tree Removal	Contractor Phone Number

**Fine for an UNAUTHORIZED removal of a HEALTHY tree with a Diameter at Breast Height (DBH) from 4" to 24" is \$100 PER INCH. For a LEGACY tree with a DBH over 24" is \$200 PER INCH.**

**This permit needs Tree Board approval to remove a HEALTHY tree with DBH of 24" or more.**

Reason for Removal Request

<p><b><u>Attach to this permit</u></b></p> <ol style="list-style-type: none"> <li><b>\$35 fee.</b></li> <li>ISA Certified Arborist/Landscape Architect report with species and DBH of tree(s) to be removed.</li> <li>Map/Survey showing location of tree(s) to be removed.</li> </ol> <p><b><u>Submit to City</u></b></p> <ol style="list-style-type: none"> <li>Plan specifying location and type of replacement tree(s), <b>if required.</b></li> </ol> <p><b><u>Commercial Tree Service</u> must</b></p> <ol style="list-style-type: none"> <li>Be registered with the City before doing any work. Registration application form is available at <a href="http://www.belleislefl.gov">www.belleislefl.gov</a>.</li> <li>Remove all tree debris.</li> </ol>	<p><b><u>Understand</u> that</b></p> <ol style="list-style-type: none"> <li>This entire permit must be posted at a job site that is valid for six (6) months.</li> <li><b>If a City Arborist is required, resident will bear the cost.</b></li> <li><b>City Arborist's</b> report will certify whether the criteria for tree removal are met.</li> <li><b>City Arborist's</b> fee is non-refundable whether the permit application is approved or denied.</li> <li>Tree(s) requested for removal must be <b>visibly marked with large red "X"</b> for identification.</li> <li>Replacement tree(s) must be planted while this permit is valid, inspected by Code Enforcement, and meets the requirements of the Belle Isle ordinance.</li> <li><b>Replacement tree(s) will be inspected by Code Enforcement one (1) year after replacement date.</b></li> <li>The fine for a violation of the Tree Ordinance:       <ul style="list-style-type: none"> <li><b>For a tree with a DBH from 4" to 24" is \$100 per inch.</b></li> <li><b>For a tree with a DBH over 24" is \$200 per inch.</b></li> </ul> </li> </ol>
--	--

**APPLICANT CERTIFICATION** (Owner or Applicant acting as Owner's Representative): I certify that all information supplied with this application is true and accurate to the best of my knowledge and belief.

Owner - Print	Owner's Signature	Date
---------------	-------------------	------

**FOR OFFICE USE**

Arborist / Hazardous Tree Report Received If yes, no application fee is required. ISA #	YES	NO	ZONING APPROVED SIGNATURE	APPLICATION FEE: <b>\$35</b> TYPE OF PAYMENT
--	-----	----	---------------------------	---

Please refer to the Code of Ordinances of Belle Isle, Florida, at [www.municiode.com](http://www.municiode.com) to view a full copy of the City Ordinance Chapter 48, Art 111, Section 48-63(d). Tree Protection – HB 1159.

NO permit/fee is required if a report or documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect is provided that demonstrates the tree's danger to person or property. Documentation must be provided to the City within ten days of receipt.

A **HEALTHY** tree **CANNOT** be removed unless one of the following circumstances exists:

1. The location of the tree restricts the opening of a street or road right-of-way.
2. The location of the tree restricts the construction of utility lines or drainage facilities.
3. The location of the tree restricts access to the property.
4. The area of the tree restricts the use of the property consistent with all other city regulations.
5. The selective removal of up to 25% of existing trees with a diameter at breast height (DBH) of less than **four** inches to provide increased light and air circulation.
6. Removal of the tree is required, in writing, by the homeowners' insurance company or proposed insurance company.

**Replacement Trees** **MUST** have a minimum DBH of four inches **and be done according to this chart.**

DBH of Removal Tree	Number of Replacement Trees
<b>4' up to but not including 12"</b>	1
<b>12' up to but not including 18"</b>	2
18-inches or greater	3

**Restricted Tree List**

- **Brazilian Pepper and Camphor**
- **Chinese Tallow**
- **Melaleuca (Paper Bark) and Mimosa (Silk Tree)**

**Suggested Tree List<sup>1</sup>**

<sup>1</sup> Additional varieties of trees are suitable for Central Florida. Please contact UF/IFAS Extension Orange County Office at 407-254-9200 or [orange@ifas.ufl.edu](mailto:orange@ifas.ufl.edu)

**Tall Shade Trees (mature height of 50-70+ feet)**

- Bald Cypress
- Hickory
- Oaks (Sand Live, Shumard, Swamp Chestnut, Willow, Nuttal, Overcup)
- Podocarpus
- Pond Cypress
- Red Cedar
- Red Maple and Cultivars
- Southern Live Oak and Cultivars
- Southern Magnolia and Cultivars
- Sugarberry
- Tulip Poplar
- Sweetgum
- Sycamore
- Pine (Longleaf, Slash)

**Medium Trees (mature height of 30-45 feet)**

- American Hornbeam
- Cherry Laurel
- Elms (Allee, Drake, Winged)
- Dogwood
- Jerusalem Thorn
- Magnolia (Bracken Brown, Beauty, Little Gem, Sweet Bay)
- Redbud
- Riverbirch (Duraheat)
- Southern Red Cedar
- Tabebuia (Pink Trumpet) and Fringe

**Understory Trees (mature height of 15-25 feet)**

- Bottlebrush
- Crape Myrtle
- Plum (Chicksaw, Flatwoods)
- Japanese Blueberry
- Ligustrum
- Orchid Tree
- Tabebuia (Golden Trumpet)
- Tibouchina (Purple Glory Tree) Walter's
- Viburnum and Wax Myrtle
- Weaver's White – Flowering Dogwood
- Holly (Dahoon, Yaupon, Eagleston)

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

b.

**Meeting Date:** November 19, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** BING Grant for Clean, Fill & Patch Tennis Courts/Courtyard Play Area

**Background:**

Lake Conway Estates Residence Association (District 1 & District 7) is applying for a BING Grant to clean, fill, and patch a tennis court/courtyard play area. The project is \$24,000, with a neighborhood participation of \$14,000. The grant amount requested is \$10,000. The grant meets the criteria - District 1 has \$7,500, and District 7 has \$7,500 in grant funds with a total Bing Grant Budget Allocation of \$60,000.

**Staff Recommendation:** Approve the grant.

**Suggested Motion:** I move to approve the BING Grant for the Lake Conway Estates Residence Association for the restoration of the tennis court/courtyard play area in the grant amount of \$\_\_\_\_\_ from District 1.  
Or;  
to be split between District 1 for \_\_\_\_\_ and District 7 for \_\_\_\_\_ a total of \$10,000.

**Alternatives:** Do not approve.

**Fiscal Impact:** \$10,000

**Attachments:** Grant application



CITY OF BELLE ISLE  
NEIGHBORHOOD BRIDEGRANTS  
Grant Application

Submit the original application along with any attachments to The City of Belle Isle, 1600 Nela Avenue, Belle Isle FL 32809. Grants will be awarded on a first come, first served basis by district.

PLEASE PRINT

**Applicant Contact Information**

Applicant Organization Name:

Lake Conway Residents Association

Project Contact Name:

Jason Hunter

Mailing Address:

P.O BOX 593242

Belle Isle, FL

32859

City, State

Zip

Daytime Phone:

407-375-2470

Evening Phone: SAME

Email:

lceramembership@gmail.com

**ALTERNATIVE CONTACT INFORMATION**

Alternate Contact Name:

Bill Parker

Daytime Phone:

407-616-8300

Evening Phone:

Same

Email:

parker2455@gmail.com

**GRANT INFORMATION**

Type of Project — please select all that apply:

- Landscaping
- Reader Board Sign
- Ground Lighting
- Irrigation "Repairs"
- Fountains
- Other (please explain)
- Wall/Fence pressure washing and or painting

Project Street Address or Nearest Intersection: 5003 Darden Ave Belle isle fl 32812

Total amount of project: ~~23,000~~ 24,000

Grant amount requested: 5,000 From District 1 & 7 total 10,000

Neighborhood participation amount (remainder of invoice) ~~18,000~~

19,000

*Comm Vastoli*





### PROJECT INFORMATION

Please provide the answers to the following questions.

- Description of the Project.** - This summary should provide an overview of the entire project; include what improvements will be constructed, installed, or applied. Remember to demonstrate the need for the project.  
project is to resurface the community Tennis courts. Since Covid 2021, the regular use of the courts has doubled. Tennis court has cracks, uneven areas and weathered nets. Resurfaced courts would make a happy community
- State the location and land ownership of the proposed project** - Is the project on public property? (Right-of-way use agreement/permit will be required.) Please state the exact location of the project, including an address or cross streets.  
Private Property located at 5003 Darden ave belle isle fl 32812
- Attach 2-5 photos, and include a brief description of each photo. Please also provide the original color photos.
- Project Maintenance:** Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed.  
The Property is reviewed and cared for on a monthly routine. In future, it will be maintained the same on a monthly basis by the association
- Describe why this project is important to the community.** Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e., to improve neighborhood communication and participation).  
Numbers to the courts have went from 534 to 882 on a Yearly basis. This project will make the community happier and may increase membership resulting in more things we can provide for the community.

### BING TEAM ROSTER

Each organization is required to have at least a 3 to 5 member team who will help plan and implement your community project. Team members will be required to sign the team member roster as a part of the grant application. Each team member must indicate his or her role/responsibility on the team.

PRINT NAME & SIGNATURE	ADDRESS/PHONE/EMAIL	ROLE/RESPONSIBILITY
Print Jason Hunter Signature 	5130 Saint Michael ave	Project manager: oversee the project to completion
Print: Bill Parker Signature 	3510 Cullen Lake Shore Dr	Assist Project Manager: will help assist the project manager and ensure the application is correct for filling
Print: Allyn Bencen Signature 	5018 PellePort ave	Membership Chair: will help oversea project and help vendors with access
Print Signature		
Print Signature		

SUGGESTED TEAM ROLES: **PROJECT MANAGER**, — Team Captain. Responsible for leading project, getting a group consensus on which project the group wants to pursue. **ASST PROJECT MANAGER** — Co-Captain. Will work in concert with the project manager and assist obtaining quote(s) once the project idea has been decided upon. This position can also serve as the "Fund Watcher monitoring project expenses. **APPLICATION WRITER** — will work with project manager in organizing and developing BING application and submitting final report and pictures upon completion of project.

**BELLE ISLE NEIGHBORHOOD GRANTS (BING)**

BUDGET AND GRANT REQUEST		
NAME OF BUSINESS	TOTAL COST	DESCRIPTION OF SERVICES
Coastal Courts	23,055	Power wash and/or Machine sand the court(s) to remove dirt, mildew, minor imperfections and raised crack edges. Clean out the wider structural cracks/expansion joints and fill cracks wider than 1/16 <sup>th</sup> with acrylic patch mix. Flood the court(s) and patch all areas holding water to 1/16" tolerance after one hour of draining. Squeegee one coat of sand filled acrylic resurfacer over the entire. Squeegee two coats of sand filled acrylic color over the entire surface.
Master Built Courts	<del>23,055</del> 23,954.88	fill & patch cracks on surface, Apply adhesion promotor for acrylic Application mark drill holes for pickle ball & set posts 2 new nets & 1 new tennis Net Apply agreed Color & mark border lines

TOTAL AMOUNT OF PROJECT	24,000	
GRANT AMOUNT REQUESTED	5,000	
NEIGHBORHOOD PARTICIPATION AMOUNT (REMAINDER OF INVOICE)	19,000	

**VENDOR ACKNOWLEDGEMENT FORM**

Your company is bidding to be selected to perform services for a neighborhood organization as part of Belle Isle Neighborhood Grant (BING).

**SUGGESTED TEAM ROLES:** **PROJECT MANAGER** — Team Captain. Responsible for leading project, getting a group consensus on which project the group wants to pursue. **ASST PROJECT MANAGER** — Co-Captain. Will work in concert with the project manager and assist obtaining quote(s) once the project idea has been decided upon. This position can also serve as the "Fund Watcher monitoring project expenses. **APPLICATION WRITER** — will work with project manager in organizing and developing BING application and submitting final report and pictures upon completion of project.

**BELLE ISLE NEIGHBORHOOD GRANTS (BING)**

BUDGET AND GRANT REQUEST		
NAME OF BUSINESS	TOTAL COST	DESCRIPTION OF SERVICES
Coastal Courts	23,055	Power wash and/or Machine sand the court(s) to remove dirt, mildew, minor imperfections and raised crack edges. Clean out the wider structural cracks/expansion joints and fill cracks wider than 1/16 <sup>th</sup> with acrylic patch mix. Flood the court(s) and patch all areas holding water to 1/16" tolerance after one hour of draining. Squeegee one coat of sand filled acrylic resurfacer over the entire. Squeegee two coats of sand filled acrylic color over the entire surface.
Master Built Courts	23,954.88	Resurface 2 tennis courts and convert 1 court into 2 permanent pickleball courts: The scope of work for this job is for the following: Customer agrees to prep the courts at 5009 Darden Ave, Belle Isle, FL, by power washing and cleaning the surface and surrounding area for court resurfacing. The Contractor will then fill and patch cracks on surface that need patching and prep for resurfacing it and converting 1 court into 2 permanent pickleball courts. Begin by applying adhesion promotor to surface to prime area for acrylic resurfacer application. Mark and drill out holes for pickleball net post and set them. Apply one coat of acrylic base to the surface, then apply 2 coats of neutral concentrate of any colors you choose. Colors we discussed were a red NVZ for pickleball courts, play areas for the pickleball and tennis court to be blue and border will be forest green. Then mark and lineout 2 pickleball courts with white line paint and the existing tennis court. Finally, install 2 new pickleball nets and posts to each court and the new tennis net to tennis court. If this estimate is accepted, Master Built Courts will send over a proposal with terms and conditions to be signed. Let me know if you have any questions. Thank!

<b>TOTAL AMOUNT OF PROJECT</b>	24,000.00	
<b>GRANT AMOUNT REQUESTED</b>	5000 From District 1 & 7	
<b>NEIGHBORHOOD PARTICIPATION AMOUNT (REMAINDER OF INVOICE)</b>	14,000	

VENDOR ACKNOWLEDGEMENT FORM

b.

Your company is bidding to be selected to perform services for a neighborhood organization as part of Belle Isle Neighborhood Grant (BING).

Please read this acknowledgement in its entirety before proceeding with any activity. By the below form you are accepting the terms set forth:

- Please attach proof of insurance for workman compensation (waiver of subrogation), Commercial General Liability and Business Automobile Liability policies with submission of your quote. *(see attached sample)*
- You acknowledge that you will comply with all vendor requirements.
- You **are not** to start any work on the proposed project until you have been granted permission by The City of Belle Isle.
- The quote provided by your organization should include all costs associated with completing this project, i.e. — labor, material, permitting, engineering and design.
- You understand that if you are completing work that requires permitting, you must be a Belle Isle registered contractor. There is no cost associated with this process.
- You understand that the City of Belle Isle will not be responsible for costs exceeding the amount on the original quote.
- You are aware that the project must be completed within 45 days of approval of the Project.

Master Built Courts  
Company Name

Otis Cutshaw  
Print Name

Signature: 

Title: Owner

Master Built Courts  
 4333 Dinner Lake Ln  
 Lake Wales, FL 33859

estimate 1  
 Preferred

Estimate b.



Jason Hunter  
 HOA President  
 5002 Darden Ave  
 Belle Isle, FL 32812

Master Built Court

Estimate#: 1029202401  
 Issued: 10/29/2024  
 Valid Until: 11/29/2024

Estimate Total:  
**\$23,954.88**

Item Description	Price	Quantity	Tax	Total
------------------	-------	----------	-----	-------

Resurface 2 tennis courts and convert 1 court into 2 permanent pickleball courts:

The scope of work for this job is for the following: Customer agrees to prep the courts at 5009 Darden Ave, Belle Isle, FL, by power washing and cleaning the surface and surrounding area for court resurfacing. The Contractor will then fill and patch cracks on surface that need patching and prep for resurfacing it and converting 1 court into 2 permanent pickleball courts. Begin by applying adhesion promotor to surface to prime area for acrylic resurfacer application. Mark and drill out holes for pickleball net post and set them. Apply one coat of acrylic base to the surface, then apply 2 coats of neutral concentrate of any colors you choose. Colors we discussed were a red NVZ for pickleball courts, play areas for the pickleball and tennis court to be blue and border will be forest green. Then mark and lineout 2 pickleball courts with white line paint and the existing tennis court. Finally, install 2 new pickleball nets and posts to each court and the new tennis net to tennis court. If this estimate is accepted, Master Built Courts will send over a proposal with terms and conditions to be signed. Let me know if you have any questions. Thank!

\$22,387.73

Subtotal \$22,387.73

Sales Tax (%) \$1,567.15

Estimate Total **\$23,954.88**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

b.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO BOX 188065  Fairfield OH 45018		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
<b>INSURED</b> Master Built Courts 4333 Dinner Lake Ln  Lake Wales FL 33859		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 0071266535 REVISION NUMBER: 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	BKS66072320	03/28/2024	03/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> City of Belle Isle  5002 Darden Ave  Belle Isle FL 32812	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Curtis Luken
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.





**Date: January 27, 2024      Project Cost: \$17,255.00      Price valid for 30 days.**

**Lake Conway Estates**  
5003 Darden Ave  
Belle Isle, FL 32812

**Jason Hunter**  
407-375-2470  
jxhunter@darden.com

Product/Service	Description
-----------------	-------------

<b>Double Tennis Court</b> Coastal Courts to supply labor and materials to surface one double tennis court (120'x110').	<p>Power wash and/or Machine sand the court(s) to remove dirt, mildew, minor imperfections and raised crack edges.</p> <p>Clean out the wider structural cracks/expansion joints and fill cracks wider than 1/16<sup>th</sup> with acrylic patch mix.</p> <p>Flood the court(s) and patch all areas holding water to 1/16" tolerance after one hour of draining.</p> <p>Squeegee one coat of sand filled acrylic resurfacer over the entire.</p> <p>Squeegee two coats of sand filled acrylic color over the entire surface. Colors to be chosen.</p> <p>Inside color _____ Outside color _____</p> <p>Stripe for 2ea tennis courts and 4ea Pickleball court over center of tennis courts two coats of textured line paint according to USAPA specs.</p> <p>Paint net post and rehang existing tennis nets.</p>
--	---

**Project Cost: \$17,255.00** *Deposit of 50% required to start, balance due upon completion.*

**Options:**

Description	Price	Initials
To hang new 2ea signature tennis net double top: 3.5mm braided w/ top 7 rows doubled, double-layered 51 oz vinyl white head band.	\$550.00	
To install 2ea sets of black or green pickleball net post, 2 7/8" OD, in 2'x2'x2' concrete footing, with new pickleball nets with center straps.	\$5,250.00	

**Total with elected options:** \_\_\_\_\_



estimate 2

b.

### Conditions of Sale

- Permits are not included.
- All labor is open shop, court must be accessible with heavy equipment, customer must provide a water source to flood court(s) and mix materials.
- Work can only be completed under acceptable weather conditions. Customer must turn off all sprinklers systems that may cause water to fall upon court(s).
- Coastal Courts is not responsible for damage to vegetation, driveways, sidewalks, curbs, or irrigation systems.
- Coastal Courts guarantees workmanship and material for one year after completion date. This guarantee excludes normal wear and tear, physical abuse or neglect, and any other condition beyond our control such as subbase settling, structural cracks, hydrostatic pressure, water vapor pressure bubbles, and intrusion of weeds or insects. As asphalt ages and weathers, it oxidizes, shrinks, and hardens, making it less flexible and more prone for cracks to reappear.
- This signed proposal is considered a contract between the customer and Coastal Courts to all options, terms, and conditions.

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

Signature: *Nick Knarr*

Print: \_\_\_\_\_

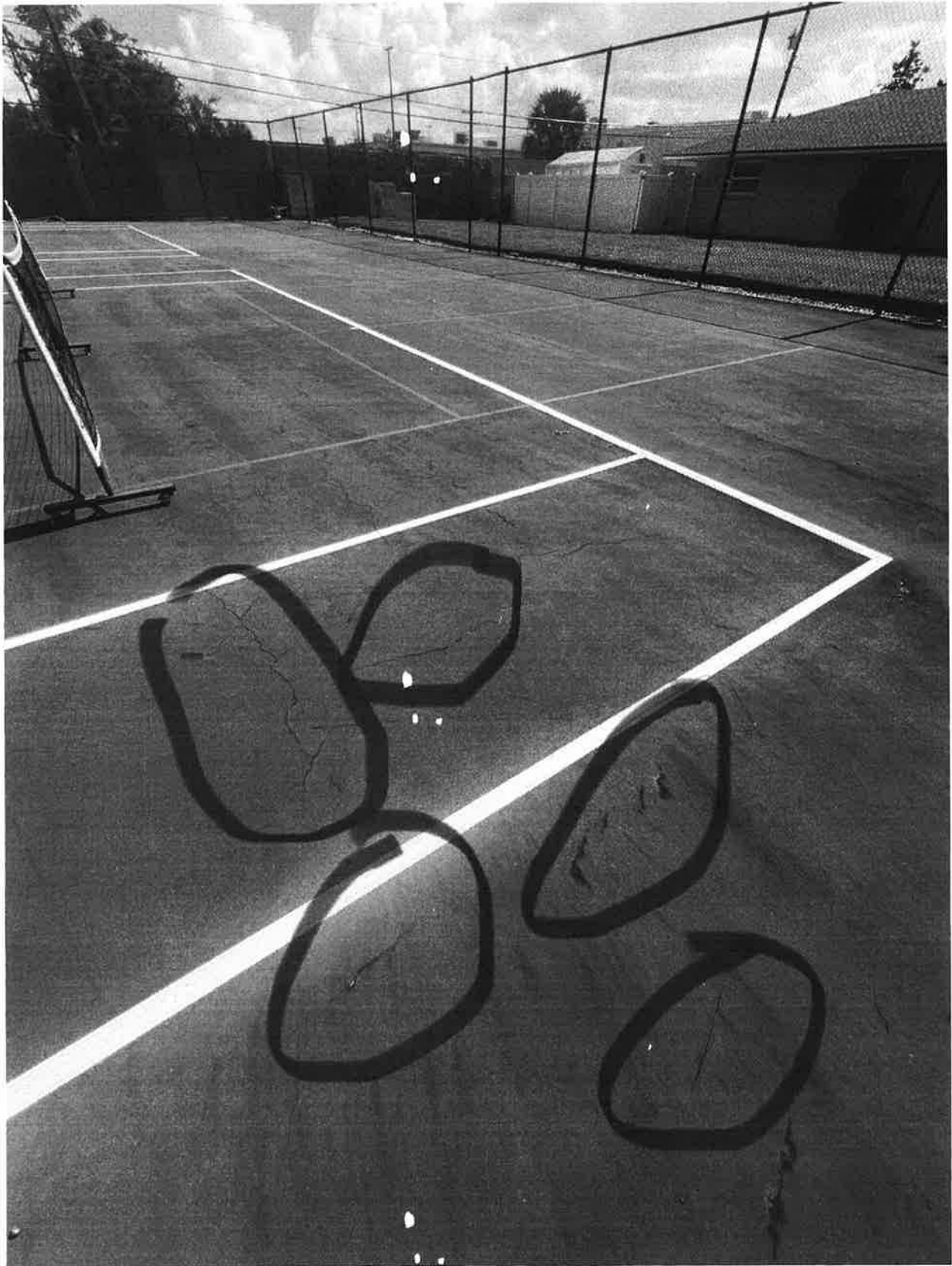
Print: Nick Knarr

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

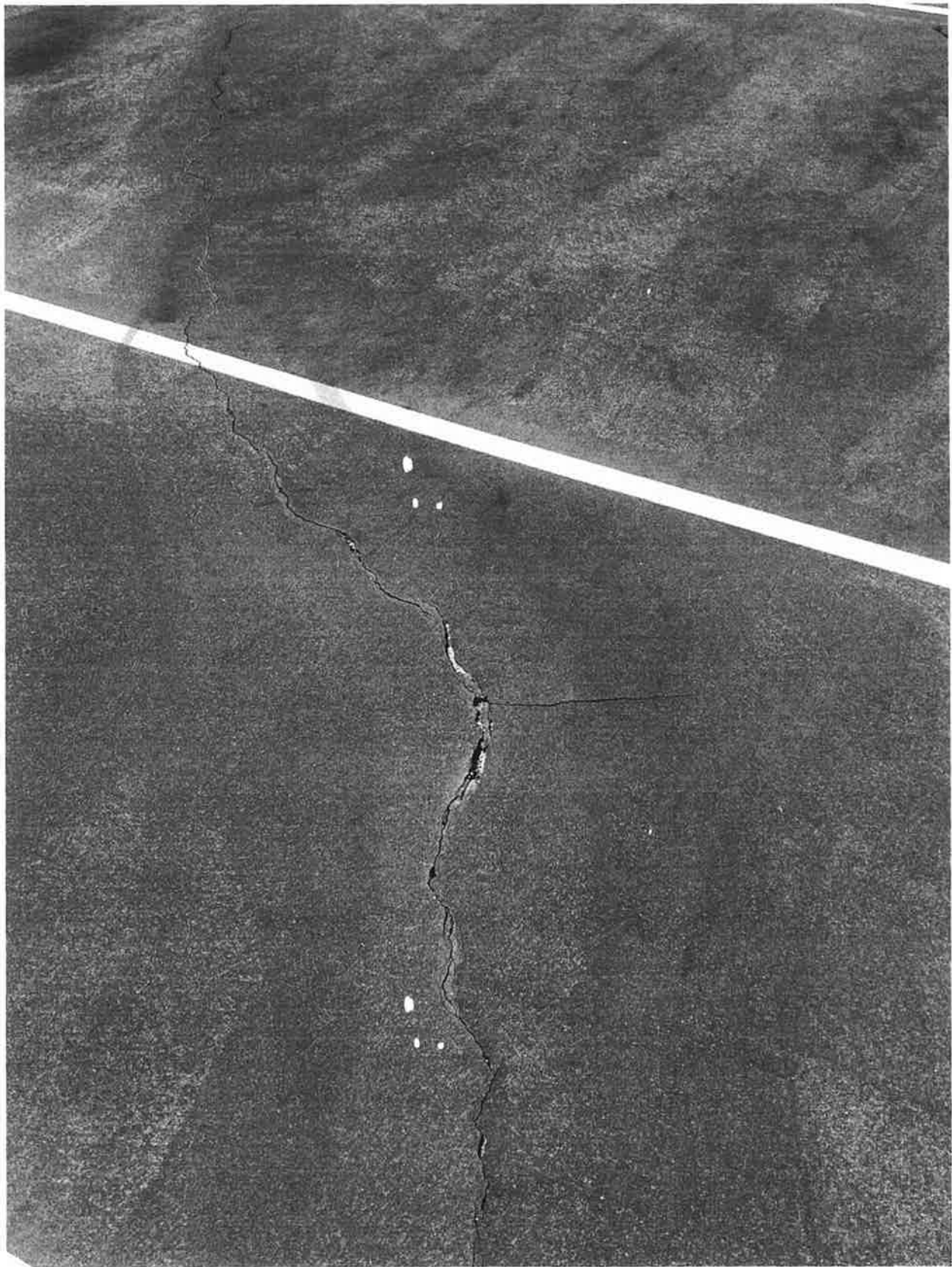
Title: President

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

Date: January 27, 2024



Cracks on tennis Court



Cracks on Pickleball court

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** November 19, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** Request by Pioneer Days for Donation

**Background:**

Over the past few years, the City has sponsored the acoustic stage for the Pioneer Days Event. The donation for the stage is \$600. The Committee is asking the City to sponsor the acoustic stage again.

The event is scheduled for February 22 and 23, 2025.

The City budgeted \$3,000 for donations this year.

**Staff Recommendation:** Approve the request for \$600 to sponsor the acoustic stage.

**Suggested Motion:** I move that we approve the request of the Pioneer Days Committee to sponsor the acoustic stage for \$600.

**Alternatives:** Do not approve the request.

**Fiscal Impact:** \$600 from GF

**Attachments:** Request Form

# PINE CASTLE PIONEER DAYS



SINCE 1973

## 2024-2025 SPONSORSHIP & ADVERTISEMENT REGISTRATION

Thank you for your interest in being a sponsor for and during our upcoming event, "CELEBRATING CITRUS".

After completing this registration, please return with payment and artwork to:

**PCPD, P.O. Box 593175, Orlando, FL 32859-3175.**

If you have any questions, please call us at **407-427-9692** or email **pinecastlepioneerdays@hotmail.com**.

### TELL US ABOUT YOURSELF!

**Name & address**

**Phone(s):**

**Email address:**

### SPONSORSHIP PACKAGES

- Soundstage Sponsor - \$1,000**  
Full page ad in magazine; right to display banners at sound stage and covered seating area; and choice of booth space in vendor area. (Sponsor supplies banners.)
- Wagon Ride Sponsor - \$1,000**  
Full page ad in magazine; right to display banners on both sides of wagon; and space to erect a "depot" tent. (Sponsor supplies banners.)
- Acoustic Stage Sponsor - \$600**  
Half page ad in magazine; right to display a banner at the stage/seating area; and choice of booth space in vendor area. (Sponsor supplies banner.)
- Train Ride Sponsor - \$600**  
Half page ad in magazine; right to display a banner at the front gate; and space to erect a "depot" tent. (Sponsor supplies banner.)
- Bounce House Sponsor - \$500**  
Half page ad in magazine; right to display a banner at the front gate; and choice of booth space in vendor area. (Sponsor supplies banner.)
- General Sponsor - \$300**  
Quarter page ad in magazine; right to display a banner on perimeter fence; and choice of booth space in vendor area. (Sponsor supplies banner.)

### RATES FOR MAGAZINE AD ONLY: Note full-color selections (\*) are subject to availability.

- |   |  |
|---|--|
| <input type="checkbox"/> Full color* back cover - \$1,000         | <input type="checkbox"/> Half Page (horizontal or vertical) - \$275  |
| <input type="checkbox"/> Full color* inside front cover - \$1,000 | <input type="checkbox"/> Third Page (horizontal or vertical) - \$200 |
| <input type="checkbox"/> Full color* inside back cover - \$1,000  | <input type="checkbox"/> Quarter Page - \$150                        |
| <input type="checkbox"/> Full page (black & white) - \$500        | <input type="checkbox"/> Eighth Page (business card) - \$50          |

**IMPORTANT DATES TO REMEMBER**

OCT 24, 2024 - Silent Auction Night. To contribute any item or service please call 407-427-9792 to arrange pickup or drop off.

DEC 30, 2024 - Deadline for magazine content including all ad artwork. Necessary to ensure magazine publication in Jan 2025.

FEB 21, 2025 - (Fri before Festival weekend) Deadline for sponsors to deliver banners for staff to display on site.

FEB 22 & 23, 2025 - PINECASTLE PIONEER DAYS - "CELEBRATING CITRUS"

**CITY OF BELLE SLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: November 19<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Support letter for IOG in Central Florida and the Greater Orlando Area

Background:  
The School of Public Administration in the College of Community Innovation and Education at the University of Central Florida is writing to us because our central Florida municipality is a local government, they have identified for inclusion as part of their planned service area for a prospective Florida Institute of Government (IOG) program, housed in their School of Public Administration.

Staff Recommendation:

Suggested Motion: **I move to allow the City Manager to create the IOG support letter and have the Mayor sign the support letter as requested by UCF.**

Alternatives: Do not approve.

Fiscal Impact: N/A

Attachments:

- SPA Director Formal Letter for IOG
- Support Letter Language for IOG in Central Florida





UNIVERSITY OF CENTRAL FLORIDA

**School of Public Administration**

528 W. Livingston St.  
Orlando, FL 32801-1395

Date 10/14/2024

County and Municipal Leaders in Central Florida  
Orange, Seminole, Osceola, Volusia, Brevard, Citrus, Flagler, Lake, Levy, Marion, and Sumter  
Counties and Municipalities

Re: Florida Institute of Government (IOG) Proposal for Central Florida Governments

Dear County Chairs, Municipal Mayors, and Local Government Administrators:

As Director for the School of Public Administration in the College of Community Innovation and Education at the University of Central Florida, I am writing to you because your central Florida county or municipality is a local government we have identified for inclusion as part of our planned service area for a prospective Florida Institute of Government (IOG) program, housed in our School of Public Administration.

Our school mission is to engage with communities and local governments to advance knowledge and develop public service leaders equipped with ethical, managerial, and professional skills and values that promote social progress. In addition to the undergraduate and graduate degrees we offer in public administration and related disciplines of public service, we have identified the IOG as another avenue to provide education to emerging and seasoned public servants. The Florida IOG, established in 1981, has a long history of serving local governments by funding higher education institutions to share training and expertise with local governments. There are currently three IOG programs in the state but none in our region. We strongly believe that the governance demands from growing populations in central Florida come with additional needs for training, education, and research. We want to share those resources by being your higher education partner through a state funded IOG program in central Florida.

Please join our school's experienced faculty and staff in our proposal to the Florida Institute of Government Executive Office and Statewide Administration by reviewing, editing, and signing the enclosed letter "Support for IOG in Central Florida and the Greater Orlando Area" on your organization's letterhead. It is our aim to have signed support from the board chair, mayor, and city/county administrator in the 11 counties of our region. Should you have any questions or thoughts on how to make a prospective central Florida IOG best serve your needs, please contact me or the faculty member who called and emailed you this request. We look forward to advancing public service in central Florida through this higher education and local government partnership.

Sincerely,

A handwritten signature in blue ink that reads "Doug Goodman".

Doug Goodman  
Professor & Director  
School of Public Administration

Phone: 407-823-2604 • Web: <https://ccie.ucf.edu/public-administration/>



**Organization Name/logo**

**Street Address.**

**City, State, Zip**

Jeff Hendry,  
Director, John Scott Dailey Florida Institute of Government  
Florida Institute of Government Executive Office and Statewide Administration  
3200 Commonwealth Blvd., Suite 7  
Tallahassee, FL 32303

**Date**

Re: Support for IOG in Central Florida and the Greater Orlando Area

Dear Director Hendry,

On behalf of **(insert sender's org name)**, I am writing in support of the University of Central Florida (UCF) to secure state funding for the John Scott Dailey Florida Institute of Government (IOG) to serve our region of Central Florida and the Greater Orlando Area through its faculty experts on local and state government and public policy and administration.

Created by the State Legislature in 1981, the Florida Institute of Government—and its affiliate programs among higher education institutions in the state—is charged with sharing resources and expertise that responds to solving problems of state and local governments. Currently there are several IOG programs in the state (e.g., Tallahassee, Tampa, and Boca Raton), but none in our region of Florida.

The School of Public Administration at UCF aims to support the IOG in our region with its faculty and staff expertise and access to resources for public service education. Through a prospective IOG, we believe there will be more opportunity for the school to provide access to training, technical assistance and applied research for pressing issues in local and state government, which would be beneficial to us. Further, the school shared that they have a stated commitment of providing quality education to current and future public service professionals who can improve our local and global communities for the better.

Given the School of Public Administration's mission, outreach to us, and our regional need for an IOG, we at **(insert sender's org name)** support the IOG at UCF. UCF's proposed IOG in the School of Public Administration at UCF Downtown Orlando, in partnership with Florida Institute of Government Executive Office and Statewide Administration, will serve the state and our local governments. Please contact our office should you have any questions about our support.

Sincerely,

**Name**

**Title**

**Signature**

# CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: November 19<sup>th</sup>, 2024

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Discussion to Reschedule or Combine December 3rd and 17<sup>th</sup>, 2024 Council meetings

Background:  
In the past, the Council has either cancelled or combined the two December council meetings into one meeting due to the holidays and schedules of everyone. It is coming up on December and staff needs to know if this will happen again this year. Last year the council approved only one meeting on December 5<sup>th</sup>.

Staff Recommendation:  
Cancel one or combine both council meetings in December

Suggested Motion: **I move to approve having only one council for the month of December, 2024 on.....**

Alternatives: Do not approve and have both meetings.

Fiscal Impact: N/A

Attachments: N/A

**City Manager work plan list:**

- Hurricane event Milton:

We have cleaned up and have documented everything for FEMA. Our Vendor has been paid for the debris clean-up. Removal of the debris pile is being completed. We will be seeking reimbursement for the costs associated with Milton for category A&B.

- Revenue stream needs:

We are working with the Budget Committee to come up with revenue stream options for the increased expenditures from the OCFD millage increase and our 5-year CIP project list. We also are doing a rate study to look at increasing stormwater fees.

- 3904 Arajo condemnation:

City Council approved on October 15<sup>th</sup>, the Order of Condemnation and Removal of Hazardous Condition. PW has most of the bids from contractors on the price to remove the home and slab/foundation.

- Annexation of the Publix Commercial area:

Brixmor has reached out to us and has some higher-priority items/projects that they are currently engaged in regionally. Therefore, they are NOT going to move forward with annexation into Bell Isle at this time.

- City Hall renovation:

We still need inside painting, lighting, updates, and new landscaping.

- Property Acquisition/Municipal Complex

The environmental study for the 20.5-acre property on Conway and Judge is complete by Bio-Tech. We will meet with them to discuss the report. The council also wants to look at a concept plan/rendering and cost for building a new Muni complex on the current city hall site.

- Comp Plan Update:

The Comp Plan is with the State. We are now updating our existing water supply facilities work plan. Both will be brought back to the council for final vote.

- Christmas Celebration Events:

All Christmas events are being planned for now with “Light the Way” event December 4<sup>th</sup> from 5-8 pm.

- Stormwater Grant:

It looks like we have been awarded money for this application. More information to follow.

- Purchasing Policy

Continuing to work on updating our Purchasing Policy. We need to update it to keep current and to add or subtract any language as necessary. In progress.

- Resilient Florida Grant - 23PLN26, Belle Isle Vulnerability Assessment.

This grant is funded at \$115k for the City of Belle Isle including a \$35k match. The agreement is on the November 19<sup>th</sup> council meeting for approval.

- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto’s office presented us with a check for \$745k for street improvements to improve and create a multi-use path(s) for golf carts, pedestrians and bicyclists. We will start the project in FY 24/25.

- Updating and closing previous grants and reimbursements from FEMA, Florida PA, and Florida DEP:

SOL Ave grant will be reimbursed by the first quarter of 2025 we are being told. I am working to provide information and update quarterly reports that have not been updated.

- Lancaster House Update:

Still waiting on CCA approval by their board for the carveout document. They need 51% of the body and they have 46% now. It will come back to the city for final approval.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We will work with Orange County to give us access to make these improvements on Hoffner.