



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, AUGUST 14, 2023 at 6:00 PM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

A. 07-24-23 Sole Purpose meeting

B. 07-24-23 Regular Session

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

A. Financial Update

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

VI. PLANNING & ENGINEERING

A. City Planner

B. Dewberry

C. DHM Melvin Engineering

D. Mott MacDonald

VII. OLD BUSINESS

A. Utility customer's high bill

B. Ordinance 431 - Garbage Rates

C. HCI Termination of Agreements letter

D. Cintas Termination of Agreement letter

E. ARPA Update

F. Comp Plan

G. Rec Center

H. Ordinance 433 - Utility Deposits & Connect Fees

I. Ordinance 434 - Water & Sewer rates

VIII. NEW BUSINESS

A. Dollar amount of candy for Rodeo

B. Fire Department Equipment

C. Rate Study & Impact Fee Study

D. USDA Equipment funding options

E. Consulting Agreement between the City of Bonifay and Gavin Consulting, LLC

F. Procurement Policy Discussion

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

Resignation

B. Department Updates

C. Employee Spotlight

X. ADJOURN

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.



MINUTES

CITY COUNCIL MEETING - SOLE PURPOSE

MONDAY, JULY 24, 2023 at 5:00 PM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

Mayor McCann called the meeting to order at 5:00 pm.

II. APPROVE AGENDA

III. APPROVE MINUTES

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

VI. OLD BUSINESS

VII. NEW BUSINESS

A. Veterans Memorial Park FRDAP Grant

Brent Melvin and John Udochi appeared before the Council and presented a colored aerial photograph of Veterans Memorial Park with an overlay of proposed areas of work for rehabilitation of the park. The City Council asked questions and gave input as to the concerns, priorities, and improvements in the project.

Mayor McCann asked if we could go after the FDOT Beautification as well in conjunction with this project.

Brent Melvin stated yes.

Mayor McCann said any piece of equipment should be ADA compliant so it is accessible to everyone. She also stated that consideration should be given to rehabilitate parking and sidewalks.

Mr. Melvin said the City needs to do a priority list, and Melvin Engineering would pair up, with playground equipment, lighting, and a sidewalk.

Vice-Mayor Smith suggested covered seating for the adults to watch their children play.

Brent Melvin advised they would request approval to apply for a FRDAP Grant during the Regular Session.

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

IX. ANNOUNCEMENTS

X. ADJOURN

Mayor McCann adjourned the meeting at 5:30 pm.

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JULY 24, 2023 at 6:00 PM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

Mayor Emily McCann called the meeting to order at 6:00 pm.

PRESENT

- Mayor Emily McCann
- Vice-Mayor Sierra Smith
- Council Member Larry Cook
- Council Member James Sellers
- Council Member Shelley Carroll

Also present:

City Clerk Rickey Callahan, City Attorney Michelle Jordan, City Superintendent Trey Barbee, Police Chief Jimmy Macon, Chief Plant Operator Matt Perry. and Fire Chief Travis Cook.

A. Invocation

Vice-Mayor Smith gave invocation.

B. Pledge of Allegiance

Vice-Mayor Smith led the Pledge of Allegiance.

II. APPROVE AGENDA

Council Members voted to approve the agenda with the addition of Item H, Change signatures on bank accounts for the Bonifay Police Department, the Bonifay Fire Department, under VIII, New Business, and Bonifay Police Department TEA (Temporary Employment Authorization) under Department Updates

Motion made by Council Member Sellers to approve with changes, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

III. APPROVE MINUTES

A. 07-10-23 Regular Session

Council Members voted to approve the 07-10-23 minutes.

Motion made by Council Member Sellers, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

Council Members voted to approve Accounts Payable, Transfers and Financial Sheets.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

Ron Jamison, CFO for Doctors Memorial Hospital Hospital, apologized for being delinquent with payments to the City for the utilities. He asked for the City's continued support, and gave updates on the hospital.

VI. PLANNING & ENGINEERING

A. City Planner

No updates from the City Planner.

B. Dewberry

CDBG Commercial Building

City Clerk Callahan gave an update on the CDBG Grant for downtown commercial building. An extension request was made to DEO earlier this year, but we did not get a renewal for that extension. The Grant was awarded in 2018, and was bid out 3 times. One bid was 1.2 million for just walls and a roof. Mayor McCann recommended re-applying using current plans, and to request more money based on previous bids.

Motion made to reapply by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Memorial Field Grant update

Mayor McCann advised the Council that Deputy Clerk Walker has asked the Grant Administrator on the project for details on invoices so far and detailed deliverables and had to send a second request. Grant Administrator Elissa Pettis replied that it will take some time, and also asked that the City begin the process of terminating all agreements with her and the City of Bonifay.

C. DHM Melvin Engineering

Brent Melvin and John Udochi reported that the Southside Drainage Study Survey and Geotechnical work has been completed. Designs for rehabbing cross drains at St. John's Road, Hightower Avenue, Jernigan Avenue and Clifford Street are underway.

Bonifay Commercial Revitalization Grant Agreement, for the old middle school, with Florida Department of Commerce had just been received so that bids for work can be advertised.

The Resilient Florida Green Stormwater Park Grant is at the property acquisition phase. The appraisal will be preformed the first week of August and the owner has been notified of the date and time.

Melvin Engineering is working on a priority list and phasing list to give back to the City for review on the FRDAP Grant for upgrading Veteran's Memorial Park renovations.

Resilient Florida has just opened up a new grant for this year. This one would be to fund the construction of the design of the culverts for all 4 of those locations, St. John's Rd., Hightower Ave., Jernigan Ave., and Clifford St. The application is due September 1st.

Mayor McCann recommended the Council approve for DHM to apply for this grant.

Mayor McCann asked what kind of match is required for this grant? Brent Melvin Stated that no match is required and advance payments are part of that application.

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Mayor McCann stated that we did talk about a feasibility study for our sidewalks, and ask if this is a potential we can look at? Melvin said yes, with a DOT application, and also an RIF funding opening in a few weeks.

D. Mott MacDonald

Amir Zafar gave an update on the current SRF Drinking Water Project. The City will need to select one more street to add to the project. They have already designed the second phase, and will apply for it in April of next year.

Zafar said the City has been awarded some DEP funding for Lead Line Replacement. The paperwork needs to be filed for grant engineering, and it is first come first served for funding the construction. The Council needs to approve for them to apply for the grant, and for the Mayor to sign the paperwork.

Motion made by Council Member Sellers, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Mott MacDonald needs to move forward with study of prison lift station, and additional force main to southside of Interstate. \$708,000 has been approved for design, with \$638,000 being principal forgiveness that the City will not have to pay back. They need approval to submit applications, and allow the Mayor to sign paperwork.

Motion made by Council Member Sellers, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

He also advised he is planning to meet with SRF on funding list for the City, and that we are 10 years ahead of other municipalities because we have a Capital Improvement list.

VII. OLD BUSINESS

A. FDOT Community Safety Committee Appointments (2 members) - One from City Administration or Council, and one from Bonifay City Police Department.

Mayor McCann said the County Commissioners voted to reenact the FDOT Community Safety Committee and needed 2 members appointed from the City. One from City Administration or Council, and one from the Bonifay Police Department.

Council Members voted to appoint Mayor Emily McCann and Police Chief Jimmy Macon to the FDOT Community Safety Committee.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

B. 79 Corridor Meeting update

Mayor McCann said the pipes that are in the ground, that we thought were owned by the Authority Board are still in the name of Washington County.

City Attorney Jordan stated that the State did not accept the amendment that would have given ownership to the 79 Corridor Project Authority.

Mayor McCann advised that the direction of the 79 Corridor Project Board is to have the Project Authority Board be absorbed by the City of Bonifay.

Right now, Washington County is on the hook for the Capital Improvement, Grant requirements, and the jobs requirement.

If the City absorbs the Authority Board, it would have the liability for economic growth and jobs per the grant.

Mayor McCann said that we need to do some financial planning before agreeing to take over all responsibility.

C. Waste Pro communication

Mayor McCann advised that City staff met with Waste-Pro Comptroller and Regional Representative and it was a good meeting, and she thinks our issues resolved moving forward.

D. Resolution 2023-25

Resolution 2023-25 gives the City Planner the authority to approve lot splits and similar land use requests.

Motion made to approve Resolution 2023-25 by Vice-Mayor Smith, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

VIII. NEW BUSINESS

A. Water and Sewer Rates and Deposits

Mayor McCann said the City had Bob Mearns with Florida Rural Water, do a study and he recommended a 3 year plan. Mayor McCann requested to pause the annual increase set for October 1, 2023, and allow us to have a year at the current rates.

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Mayor McCann said the deposits were not added to meeting packet, so she will bring those back to the Council.

B. Ordinance 431 - Garbage Rates

Council held the public hearing and approved the first reading of Garbage Rate Ordinance 431.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Senior Discount for Water and Wastewater

Council Members tabled the Senior Discount for Water and Wastewater.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

D. Uniform Rental

Council Members voted to allow City Attorney to start the process of terminating the uniform rental contract with Cintas for cause.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

E. ATS installation at water tower on Norman Lane

Mayor McCann recommended purchase of an Automatic Transfer Switch for the Norman Lane water tower as an emergency procurement to be paid from ARPA Funds.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

F. Water and Sewer Agreements & Rates between the City of Bonifay and FDOC for Holmes Correctional

Mayor McCann advised the Council Members that the 1988 Agreements with The City of Bonifay and Department of Corrections states the monthly rate may be modified by the City at any time the water flow exceeds 180,000 gallons per day. They have exceeded this amount seven times in the last year.

City Attorney Jordan stated the agreements say either party may terminate these agreements without cause after giving the other party one years' notice in writing. This will force the State back to the table or they can pay the same rates as everyone else.

Mayor McCann said it should also mention lift station services and fire protection in the new agreement.

Council Members voted to allow City Attorney Jordan to send Department of Corrections notice of termination of previous agreements.

Motion made by Council Member Sellers, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

G. Approve Planning Forms

Council Members voted to approve Planning Forms contingent on the forms having the correct City of Bonifay information.

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

H. Change signors on bank accounts for the Police Department and the Fire Department

Council Members voted to remove Chris Wells, and add Jimmy Macon, and add Chuck White to the account for the Police Department, and also to remove Larry Cook, and add Travis Cook, and add Landis Messer to the account for the Fire Department.

Motion made by Council Member Sellers, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

There were no new Personnel Updates.

B. Department Updates

July 12 Department Head meeting

Department Heads are very fiscally minded and willing to cut from their department and move money to another department.

Documentation for purchases

Mayor McCann requested purchase requests be streamlined to google forms request so there will be a paper trail.

Police Department

Chief Macon gave the Council Members an updated incident report, and recommended using TEA's (Temporary Employment Authorization) for hiring process at \$15.00 per hour during training.

Motion made to use TEA's for hiring process by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Employee Spotlight

Mayor McCann highlighted Trey Barbee and crew for getting splash pad going, Matt Perry for bringing safety concerns to the City, and Tracy Walker for always staying on top of things.

Mayor McCann also stated that last week was a great week for the City.

Vice-Mayor Smith said she had a meeting with an entity that is looking at contributing funds for some updates to the splash pad.

X. ADJOURN

Mayor McCann adjourned the meeting at 7:10 pm.

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.

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

Section VI, Item C.

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

1. Project Title (Project): **City of Bonifay Downtown Stormwater Park** Agreement Number: **23FRP18**

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

Grantee Name: **City of Bonifay** Entity Type: **Local Government**

Grantee Address: **301 North Etheridge Street Bonifay, Florida 32425** FEID: **59-6000280** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **23FRP18** Project Location(s): **Holmes County**
(If different from Agreement Number)

Project Description: **The Project will include design and construction of a stormwater management facility, landscaping, and reconstruction of an existing roadway culvert.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 2,500,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	197-H 23	\$ 2,500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,500,000.00

<p>6. Department's Grant Manager Name: Charles Neuhauser or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-2138 Email: Charles.Neuhauser@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: Brent Melvin or successor Address: David H. Melvin, Inc. 4428 Lafayette Street Marianna, Florida 32446 Phone: 850-482-3045 Email: brentmelvin@melvineng.com</p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
- Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331		Section VI, ItemC.
Federal Award Identification Number(s) (FAIN):	SLFRP0125		
Federal Award Date to Department:	2/6/2023		
Total Federal Funds Obligated by this Agreement:	\$2,500,000		
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 Bonifay

GRANTEE

By

(Authorized Signature)

Date Signed

Emily McCann

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, Charles Neuhauser

DEP QC Reviewer, Lisa Widener

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.

- i. 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.
- ii. 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. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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>.

- k. 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. 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-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 the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 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.**
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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 Diversity, 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:

- i. **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.

- i. 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.
- ii. 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.
- iii. 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 Diversity 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. 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. 23FRP18

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 City of Bonifay Downtown Stormwater Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

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

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (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 checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. As agreed by the Grantee at the Department's request, the Grantee shall execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. The Grantee shall provide a copy of the recorded DRC to the Department as evidence of compliance with this provision and shall comply with all other requirements and prohibitions listed in the recorded DRC. Any applicable recording fees and costs are the sole responsibility of the Grantee.

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.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the 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. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP18**

ATTACHMENT 3

PROJECT TITLE: City of Bonifay Downtown Stormwater Park

PROJECT LOCATION: The Project is located in the City of Bonifay within Holmes County, Florida.

PROJECT DESCRIPTION:

The City of Bonifay (Grantee) will design and construct the City of Bonifay Downtown Stormwater Park project (Project) which will include a stormwater management facility, landscaping, and reconstruction of an existing roadway culvert to reduce flooding.

TASKS AND DELIVERABLES:

Task 1- Stakeholder Engagement

Description: The Grantee will acquire professional services to engage with stakeholders about the Project and its benefits and solicit project comments by holding stakeholder meeting(s).

Deliverables: The Grantee will submit the following:

- 1.1 A meeting agenda;
- 1.2 A summary report from the meeting, including attendee feedback and outcomes;
- 1.3 A copy of the project presentation or all materials created at the meeting, as applicable; and
- 1.4 A signed document by attendees indicating location, date, and time of meeting.

Task 2 – Study, Data Collection and Coordination

Description: The Grantee will acquire professional services to collect data, coordinate with necessary entities, and complete a study to summarize existing data pertinent to the Project. Activities necessary to complete the study will include: 1) obtaining a survey, to include boundary, topographic, wetland, and tree data, signed and sealed by a Florida registered Professional Surveyor; 2) obtaining a geotechnical investigation report to include a summary of soil data, groundwater information, and design recommendations for the proposed construction activities; 3) obtaining an Environmental Report - Phase 1 to include a summary of site data and any relevant environmental contaminants or concerns, if applicable and 4) performing a wetland review and delineation within the project boundary.

Deliverables: The Grantee will submit:

- 2.1 A boundary, topographic, wetland, and tree survey signed and sealed by a Florida registered Professional Surveyor containing surveys containing boundary, topographic, wetland, and tree survey data described in this task description, provided in electronic format;
- 2.2 A geotechnical investigation report signed and sealed by a Florida registered Professional Engineer containing a summary of soil data, groundwater information, and design recommendations for the proposed construction activities provided in electronic format;
- 2.3 An environmental report signed and sealed by a Florida registered Professional Engineer containing:

- A summary of site data and any relevant environmental contaminants or concerns, if applicable;
- A summary report of the process and methodology of the data collection and study development, as well as an overview of any data gaps.
- 2.4 A copy of field notes and wetland flagging log containing a summary report of the gathered wetland information, wetland flagging log, and process and methodology of the data collection and study development, as well as an overview of any data gaps.

Task 3 – Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of a stormwater management facility and reconstruction of an existing roadway culvert and obtain all necessary permits for construction of the Project.

Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, landscaping plans, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations, and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit:

- 3.1: All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- 3.2: A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 4 – Land Acquisition

Description: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the Moody Street, Bonifay. The Grantee, in collaboration with the Department, will also execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. Costs related to pre-acquisition and acquisition activities will be reimbursable. These property interests will be held by the Grantee.

Deliverables: The Grantee will submit:

- 4.1: A copy of all appraisals;
- 4.2: A copy of either the closing statement or all closing documents;
- 4.3: A copy of the title exam/insurance;
- 4.4: A property survey;
- 4.5: A boundary map;
- 4.6: The deed, recorded easement, or property interest; and
- 4.7: A copy of the recorded DRC.

Task 5 – Bidding and Contractor Selection

Description: The Grantee will acquire professional services to prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee’s procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.327, including Appendix II to 2 CFR Part 200, in order to select one or more qualified and licensed contractors

to complete construction of a stormwater management facility, landscaping, and reconstruction of an existing roadway culvert.

Deliverables: The Grantee will submit:

- 5.1 The public notice of advertisement for the bid;
- 5.2 The final bid package including all inquiries, questions, comments regarding the bid; and
- 5.3 A written notice of the selected contractor(s).

Task 6 – Construction

Description: The Grantee will acquire professional services to construct a stormwater management facility and reconstruction of an existing roadway culvert and landscaping in 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. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- 6.1: A copy of the record (as-built) drawings;
- 6.2: A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- 6.3: Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager 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 denial of the deliverable(s) to the Grantee within thirty (30) calendar days. 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.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, 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 and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment

requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. 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. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Stakeholder Engagement	Contractual Services	\$2,500	\$0	\$2,500	Upon Execution	6/30/2026
2	Study, Data Collection and Coordination	Contractual Services	\$41,000	\$0	\$41,000	Upon Execution	6/30/2026
3	Design and Permitting	Contractual Services	\$160,000	\$0	\$160,000	Upon Execution	6/30/2026
4	Land Acquisition	Land Acquisition	\$25,000	\$0	\$35,000	Upon Execution	6/30/2026
		Contractual Services	\$10,000	\$0			
5	Bidding and Contractor Selection	Contractual Services	\$10,000	\$0	\$10,000	Upon Execution	6/30/2026
6	Construction	Contractual Services	\$2,251,500	\$0	\$2,251,500	Upon Execution	6/30/2026
Total:			\$2,500,000	\$0	\$2,500,000		

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 or 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
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 \$750,000 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 \$750,000 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 \$750,000 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

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and 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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$2,500,000.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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

Attachment 5, Exhibit 1
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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (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 be published on the Department’s website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. 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 acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as “508 Compliant,” in all formats provided.
4. 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.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to 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) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, 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.”

The next printed line must identify the month and year of the publication.
7. 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 quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.

8. 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.
9. 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 requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. 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.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

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

Attachment 8

1 of 6

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.

- 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.

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

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

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 payment request 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>

Advance Payment Terms

Exhibit E

1. Advance Payments.

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

Memorandum

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

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

TO: Contract Manager Name
FROM: Lydia L. Griffin, Bureau Chief
 Bureau of Finance and Accounting
DATE: MM/DD/YYYY
SUBJECT: Advanced Funds for:
 Agreement No.
 Begin Date:

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

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

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

Project Management Certification:

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

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature

Date

Advanced Funds Recipient Signature

Date

DEP USE ONLY

Project Management Verification (please explain): _____

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

Memorandum

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

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

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

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

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

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

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

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

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

EXHIBIT F
DEP AGREEMENT NO. 23FRP18

CITY OF BONIFAY DOWNTOWN STORMWATER PARK

City of Bonifay

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.



EXHIBIT G

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

DEP AGREEMENT NO: 23FRP18

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: 23FRP18

Project Title: City of Bonifay Downtown Stormwater Park

Grantee: City of Bonifay

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; and
4. 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 3. 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

**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.

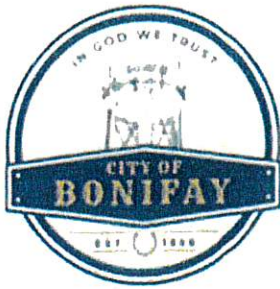
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



City Council Agenda Form

Meeting Date: August 14

Department: _____

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

Presenter: John Udochi

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO

City Attorney e-mail attached? YES NO

Agenda Item Title: Continuing Services Contract
Extension with David H. Melvin Inc

Attachment(s):

Copy of Contract

Brief Summary:

Earlier this year we obtained an extension of our continuing services contract with City of Bonifay. That extension will expire August 19, 2023. Upon the terms of the initial contract there is an option for renewal for one more additional one-year period. Attached is the extension which would extend our contract through August 19, 2024.

Action Requested:

For City to approve contract extension

Issue Overview:

Earlier this year we obtained an extension of our continuing services contract with City of Bonifay. That extension will expire August 19, 2023. Upon the terms of the initial contract there is an option for renewal for one more additional one-year period. Attached is the extension which would extend our contract through August 19, 2024.

EXTENSION OF
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

HERETOFORE on August 12, 2019 the CITY OF BONIFAY (City) and DAVID H. MELVIN, INC., (Consultant) entered into a contract for professional consulting services. Said contract had an initial term of three (3) years with two (2) additional one (1) year renewal periods at the City's discretion; and

WHEREAS, the initial term of said contract has expired and the first renewal year will expire August 19, 2023. The parties desire to exercise the option to renew the contract for the final additional one-year term;

NOW THEREFORE, the CITY OF BONIFAY and DAVID H. MELVIN, INC. do hereby extend the Contract for Professional Consulting Services entered into by and between the parties on August 19, 2019, for the final additional one-year period which will expire August 19, 2024. All other terms and conditions of the initial contract shall remain in full force and effect.

DATED this _____ day of _____, 2023.

DAVID H. MELVIN, INC., Consultant

CITY OF BONIFAY

By: _____

By: _____

Name/Title: _____

Name/Title: _____

ADVERTISEMENT

REQUEST FOR ARCHITECTURAL QUALIFICATIONS RFQ# 2023-001

City of Bonifay
301 J. Harvey Etheridge Street
Bonifay, FL 32425
Phone: (850) 547-4238 ~ Fax: (850) 547-9014
Email: rickey.callahan@cityofbonifay.com

The City of Bonifay, Florida, will receive sealed Architectural Qualifications Packages for **Architectural Design Services for a Rural Infrastructure Fund grant project, D0240, for the rehabilitation of two buildings at the former Bonifay Middle School located at 401 McLaughlin Avenue, Bonifay, FL. Revisions for industrial expansion and office space are to be designed for the following: 2,160-sf of plumbing, HVAC, electrical, appliances, fire suppression, building frame, two enclosed concrete walkway, wood, plastics, & composites, thermal & moisture protection, windows & glazing, doors & hardware; ±9,360-sf of finishes; ±7,200-sf of metal roofing and carpentry; earthwork, excavation, grading, compaction for a commercial loading dock.**

Sealed Qualifications Packages will be received by the City of Bonifay, Florida, Florida at **301 J. Harvey Etheridge Street, Bonifay, FL 32425** until **3:00 PM on Friday, September 8, 2023. RFQ Packages received after the designated time and/or date will not be considered.**

Qualification Packages will be publicly opened and read aloud in the City of Bonifay, Florida city offices on the above appointed date and time. Late submittals will be returned to the sender unopened.

Sealed Architectural Qualifications Packages must be clearly marked with the RFQ number.
City of Bonifay Staff will enter the time and date of the opening.

Mail or deliver to: **City of Bonifay, Florida**
301 J. Harvey Etheridge Street
Bonifay, FL 32425
Attn: Rickey Callahan, City Clerk

Scope: Includes, but is not limited to professional Architectural services, including compliance with all applicable City of Bonifay procurement policy, and state and federal laws, statutes, administrative rules, contract provisions, acts, and procedural requirements.

Copies of the Documents may be obtained from the City of Bonifay, 301 J. Harvey Etheridge Street, Bonifay, FL 32425 or requested via email to rickey.callahan@cityofbonifay.com.

The City of Bonifay, Florida reserves the right to: waive any technicalities; reject any and all Qualifications which are incomplete, conditional, non-responsive, or which contain additions not allowed for; reject any or all RFQ Packages in whole or in part with or without cause; and accept the Qualifications which best serves the utility.

Publish: Panama City News-Herald 08/23/2023 and 08/27/2023

In order to be considered responsive, all Qualifications must be made in accordance with these Instructions to Proposers.

1. DOCUMENTS. The Request for Qualifications (RFQ) Documents may be obtained from the City of Bonifay, [hereafter referred to as the OWNER] 301 J. Harvey Etheridge Street, Bonifay, FL 32425.

EXAMINATION OF RFQ DOCUMENTS. It is the responsibility of each Proposer before submitting a Qualifications Package, to: a) Examine the RFQ Documents thoroughly; and b) Consider federal, state, and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.

2. QUESTIONS. Submit all questions about the RFQ Documents to the City of Bonifay, Florida, 301 J. Harvey Etheridge Street, Bonifay, FL, 32425 in writing no later than five (5) working days prior to the Qualifications Opening; Fax number: (850) 547-9014, Attention: Rickey Callahan, City Clerk, or email: rickey.callahan@cityofbonifay.com. Written replies will be issued to all Proposers of record. Questions received less than five (5) working days before Qualifications opening cannot and will not be answered.

3. DEFINITIONS. Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- Qualification means an executed formal document submitted to the OWNER, Florida stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the request for Qualifications – all in accordance with the Consultants Competitive Negotiation Act (CCNA) Title 19, Section 287.055, Florida Statutes.
- Contract means the Goods Agreement between the successful proposer as vendor and the OWNER, Florida in the form attached to and included in the RFP Documents.
- Goods, consultant services, and/or services, as applicable, mean:
- Architectural Consulting Services for the above stated project, as per Section 287.055(2)(g), for architects selected for a procedure to provide the following:
 - A. Professional services (such as design) for projects in which the estimated construction cost for each individual project under the contract **does not exceed \$2 million.**
 - B. Study activity if the fee for professional services for each individual study under contract **does not exceed \$200,000.**
 - C. The Architectural contract will be for the duration of the agreed upon time between the City and the selected firm, and in accordance to the period of service outlined in the grant.
- RFQ Documents means the Contract and these Instructions to Proposers.
- Contractor means any person, firm or entity having a contract with the OWNER.
- Vendor means an actual or potential supplier of goods, services, and/or consultant services.

4. QUALIFICATIONS PACKAGE. Architectural Qualifications Packages shall be made in the manner set forth herein. The Qualifications Package shall consist of:

- A Cover Letter – single page and one sided. Minimum 10-point font. The cover letter shall include a Qualifications statement setting forth in detail how the Qualifications meets the Qualifications requirements and evaluation factors.
- The completed REQUIRED FORMS

- The Proposer shall not submit additional pictures, photographs, graphics, resumes, and data not specifically requested below and/or in the QUALIFICATION PACKAGE. Qualification Packages shall be stapled. Packages shall NOT be bound with covers, dividers, ring binders, comb bindings, etc.
 - Identification of all proposed subcontractors and Project Team Members, including professional resumes and applicable licensure or registration information.
 - Evidence of required registration and/or licensure as set forth in the RFP Documents.
 - One (1) original and three (3) copies of the fully completed and executed Qualifications Package shall be submitted. Qualification Packages submitted after the time and date specified will not be considered and will be returned unopened.
5. **SUBMITTAL.** Submit the entire Qualification Package (one (1) original and three (3) copies) in a sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of Proposer, (3) Qualifications Number. Submit Proposal Package in accordance with the Request for Qualification /Advertisement. All items in the Qualifications Package required for responsive Qualification shall be included.
- a. **WITHDRAWAL OF Qualification Package.** The Qualifications may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. A written request must be delivered to the place specified in the Request for Qualification /Advertisement for the receipt of Packages prior to the scheduled closing time for receipt of Qualifications. Modifications will not be accepted or acknowledged.
6. **DISQUALIFICATION.** More than one Qualifications from an individual, firm, partnership Qualification, corporation, or association under the same or different names will not be considered. If the OWNER believes that collusion exists among Proposers, all Qualifications will be rejected.
7. **PRE-BID MEETING:** N/A [*Pre-bid meetings are not normally held for Architectural Qualifications*]
8. **OPENING.** Qualifications will be publicly opened as announced in the Request for Qualifications/Advertisement.
9. **QUALIFICATIONS REQUIREMENT:** In Accordance with QUALIFICATIONS PACKAGE.
10. **EVALUATION FACTORS.** The evaluation factors include, but are not limited to, innovation; project approach and methodology; capability; qualifications, experience; price; and past performance with other entities or the OWNER.
11. **QUALIFICATIONS PACKAGE EVALUATION.** The OWNER shall award to the responsive and qualified proposer whose Qualifications are determined to be the most advantageous to the OWNER. Evaluation of Qualifications shall be based on the evaluation factors set forth in the request for Qualifications and any other relevant information obtained through the evaluation process.
- Cover Letter – single page / 1 sided
 - Qualifications/Capabilities of Firm
 - Experience of Architect/Architectural Firm Design – 5 similar projects
 - Higher points will be awarded for projects with funding.
 - Performance
 - Satisfactory record of integrity
 - Architectural Team Composition - Team members & assignments
 - Project Scope & Approach
 - Proposed Fee
12. **MINIMUM SCOPE OF WORK.** The scope of work should include at a minimum Architectural Design Drawings, Technical Specifications, & Bid Documents conforming to include the following components:
- 2,160-sf of plumbing, HVAC, electrical, appliances, fire suppression, building frame, enclosed concrete walkway, wood, plastics, & composites, thermal & moisture protection, windows & glazing, doors & hardware.

- ±9,360-sf of finishes.
 - ±7,200-sf of metal roofing and carpentry; earthwork, excavation, grading, compaction for a commercial loading dock.
13. STANDARD OF QUALIFICATION. All awards made by the OWNER, whether obtained by invitation to bid/advertisement, or request for information, Qualifications, or quotation, shall consider whether the prospective contractor/vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has the available the appropriate financial, material, equipment, facility, and personnel.
 14. QUALIFICATIONS OF CONTRACTOR/VENDOR. The prospective contractor/vendor shall supply information requested by the OWNER concerning the qualification of such contractor/vendor. If such contractor/vendor fails timely to supply the requested information, the OWNER shall base the determination of qualification upon any available information or may find the prospective contractor/vendor non-qualified if such failure is unreasonable.
 15. RESERVATION OF RIGHTS. The OWNER reserves the right to waive any informality or irregularity in any Qualification Package received, or reject any and/or all Architectural Qualifications, or re-advertise. The OWNER reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the OWNER. For and in consideration of the OWNER considering Architectural Qualifications Packages submitted, the Proposer, by submitting its Qualifications, expressly waives any claim to damages, of any kind whatsoever, in the event the OWNER exercises its right to cancel the award in accordance herewith. In the event only one responsive Qualifications is received, the OWNER reserves the right to award to the sole proposer; re-advertise the request for Qualifications, with or without making changes to the evaluation factors; or elect not to proceed. The OWNER reserves the right to select, from among the various Qualifications alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Qualifications alternates in any sequence or at any time deemed to be in the best interest of the OWNER.
 16. AWARD. Notice of the intent to award shall be posted at the location set for Qualifications submission for a period of (5) business days. The award shall be made in accordance with the provisions of the request for Qualifications.
 17. EXECUTION OF CONTRACT. The Contract between Proposer and the OWNER shall be in the form of the "Consultant Agreement." The successful Proposer shall assist and cooperate with the OWNER in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return it to the OWNER along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.
 18. AVAILABILITY OF FUNDS. The obligation of the OWNER to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the OWNER.
 19. REGISTRATION OR LICENSE. The Proposer shall have the necessary professional registrations, certifications, and licenses necessary to perform the work and comply with federal, state, and local requirements and regulations.
 20. PUBLIC ENTITY CRIMES. Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A “Public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

21. TAXES. Cost of all applicable sales and other taxes for which the Proposer is liable under the Contract shall be included in the Qualifications.

22. Insurance. The proposer shall have or obtain the necessary professional liability, general liability, owners’ liability, automobile liability, and worker’s compensation to perform the work and comply with federal, state and local requirements.

Section VII, Item A.

-  Home
-  Edit
-  Options
-  Functions
-  Consoles
-  Help
-  Chat

Account Number

Zone

Address

Name

- General
- Metered
- Non-Metered
- Financial
- Information
- Comments
- History
- Consumption History
- Service Orders
- Devices
- Notifications

Pending Activity Balance

Drag a column header here to group by that column

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
08/01/2023	012608	Bill		6/15- 7/15 08/15	292.19		292.19
07/05/2023	012534	Payment	323598	2464		103.26	0.00
06/30/2023	012521	Adjustment		SEWER ADJUSTMENT		156.52	103.26
06/30/2023	012521	Adjustment		WATER TAX ADJUSTME...		9.45	259.78
06/30/2023	012521	Adjustment		WATER ADJUSTMENT		94.50	265.23
07/01/2023	012510	Bill		5/15- 6/15 07/15	363.73		363.73
06/05/2023	012437	Payment	321992	2452		132.63	0.00
06/01/2023	012415	Bill		4/15- 5/15 06/15	132.63		132.63
05/01/2023	012319	Payment	320325	2443		102.12	0.00
05/01/2023	012305	Bill		3/15- 4/15 05/15	113.61		102.12
04/03/2023	012226	Payment	318726	2436		106.42	11.49CR
04/01/2023	012207	Bill		2/15- 3/15 04/15	103.26		54.93
03/02/2023	012116	Payment	316995	2426		91.63	8.33CR
03/01/2023	012109	Bill		1/15- 2/15 03/15	101.64		83.30
01/31/2023	012014	Payment	315462	2417		201.93	18.34CR

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-  Functions
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-  Help
-  Chat

Account Number

Zone 

Address

Name

- General
- Metered
- Non-Metered
- Financial
- Information
- Comments
- History
- Consumption History
- Service Orders
- Devices
- Notifications

Services - 02-0065-0

Thru

Grid Graph

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Year	Read		Total Consumption	Demand		Reading	Occupant
	Month	Date		Previous	Current		
- Year: 2023 Total 7							
Jul	07/15/2023	441750	469100	27350	Regular	Meter Reading Input	01
Jun	06/15/2023	405920	441750	35830	Regular	Meter Reading Input	01
May	05/15/2023	397660	405920	8260	Regular	Meter Reading Input	01
Apr	04/15/2023	391870	397660	5790	Regular	Meter Reading Input	01
Mar	03/15/2023	387460	391870	4410	Regular	Meter Reading Input	01
Feb	02/15/2023	383270	387460	4190	Regular	Meter Reading Input	01
Jan	01/15/2023	367590	383270	15680	Regular	Meter Reading Input	01
- Year: 2022 Total 12							
Dec	12/15/2022	363280	367590	4310	Regular	Meter Reading Input	01
Nov	11/15/2022	359530	363280	3750	Regular	Meter Reading Input	01
Oct	10/15/2022	355200	359530	4330	Regular	Meter Reading Input	01
				Avg 5929			

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ORDINANCE NO. 431

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA, INCREASING CITY OF BONIFAY MINIMUM GARBAGE COLLECTION RATES AND ESTABLISHING AN AUTOMATIC RATE INCREASE FOR CITY OF BONIFAY MINIMUM GARBAGE COLLECTION RATES AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of Bonifay, Florida was adopted by referendum on January 15, 1991, and

WHEREAS, Article 1, Section 1.01, of the City Charter of the City of Bonifay, Florida, empowers and enable the City of Bonifay to conduct municipal services, and

WHEREAS, the City Council of the City of Bonifay, Florida, has determined that rate increases are necessary for certain municipal services, namely garbage, in order for the City of Bonifay, Florida, to continue to adequately and properly conduct and supply said services; and

WHEREAS, the City Council of the City of Bonifay, Florida, put out for public bid the City’s garbage collection services; and

WHEREAS, the City Council of the City of Bonifay, Florida, awarded said bid to the lowest bidder, Waste Pro; and

WHEREAS, the City Council of the City of Bonifay, Florida, entered into a contract with Waste Pro for Waste Pro to conduct all City garbage collection services.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonifay, Florida, that the following minimum monthly rates for the City of Bonifay garbage collection services are hereby established as follows:

GARBAGE SERVICE	AMOUNT (monthly)
1) RESIDENTIAL CARTS (one pickup per week)	
Within City limits	\$28.00
Outside City limits	\$33.00
2) COMMERCIAL CARTS	
Within City limits	\$46.00
Outside City limits	\$53.00

3) ADDITIONAL CARTS

Each \$11.00

4) DUMPSTERS

2-yard (one time per week)	\$67.00
2-yard (two times per week)	\$134.00
2-yard (three times per week)	\$201.00
2-yard (four times per week)	\$268.00
2-yard (five times per week)	\$335.00
2-yard (six times per week)	\$402.00
4-yard (one time per week)	\$134.00
4-yard (two times per week)	\$268.00
4-yard (three times per week)	\$402.00
4-yard (four times per week)	\$536.00
4-yard (five times per week)	\$670.00
4-yard (six times per week)	\$804.00
6-yard (one time per week)	\$201.00
6-yard (two times per week)	\$402.00
6-yard (three times per week)	\$603.00
6-yard (four times per week)	\$804.00
6-yard (five times per week)	\$1,005.00
6-yard (six times per week)	\$1,206.00
8-yard (one time per week)	\$269.00
8-yard (two times per week)	\$538.00
8-yard (three times per week)	\$807.00
8-yard (four times per week)	\$1,076.00
8-yard (five times per week)	\$1,345.00
8-yard (six times per week)	\$1,614.00

5) LOCKBAR

Each \$20.00

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Bonifay, Florida that each of the above-described utility rates for municipal garbage services (and corresponding utility taxes, if any) shall be automatically increased at any such time, and in such amount, as Waste Pro increases its corresponding rates to the City of Bonifay. The intent of

said automatic increase is to maintain the City’s rates to its customers at ten percent (10%), at least, over and above the rates Waste Pro charges to the City. Nothing in this automatic rate increase section shall be construed to automatically lower the City’s customer rates should Waste Pro’s rates decrease.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the Ordinance shall not be affected thereby.

CONFLICTING ORDINANCES: All Ordinances and all sections or parts of sections of the Code of Ordinances of the City of Bonifay, Florida, in conflict herewith are repealed. All Ordinances and all sections or parts of sections of the Code of Ordinances of the City of Bonifay, Florida, not in conflict herewith shall remain in full force and effect.

EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and signing as provided by law.

FIRST READING: in regular session of the City Council of the City of Bonifay, Florida, on the 24th day of July, 2023.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida, after due notice, publication, and second reading on the 14th day of August 2023.

CITY OF BONIFAY:

BY: _____
Mayor, Dr. Emily Rone McCann

ATTEST:

BY: _____
City Clerk, Rickey Callahan

APPROVED:

BY: _____
City Attorney, Michelle Blankenship Jordan

BLANKENSHIP JORDAN P.A.

Section VII, Item C.

Michelle Blankenship Jordan, Esq.
michelle@blankenshipjordanpa.com

Jeremy A. Mutz, Of Counsel
jeremy@blankenshipjordanpa.com

Telephone: 850-638-9689
Toll Free Fax: 877-208-3898

August 3, 2023

Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399
Attn: Hans Gregerson


By Certified US Mail

Subject: Termination of Water/Wastewater Services Agreements

Dear Sir/Madam,

This firm represents the City of Bonifay, Florida. After careful consideration, the City Council voted on July 24, 2023, to terminate its agreements for water and wastewaters services with the Department effective July 24, 2024, as per the terms of the agreements dated August 29, 1988. Please consider this correspondence to be formal notice of the City's intent to terminate in compliance with the 1988 agreements. The City intends to bill the Department in accordance with standard water and wastewater rates effective July 25, 2024.

Sincerely,



Michelle Blankenship Jordan
City Attorney

cc: Dr. Emily Rone McCann, Mayor
Rickey Callahan, City Clerk

BLANKENSHIP JORDAN P.A.

Section VII, Item D.

Michelle Blankenship Jordan, Esq.
michelle@blankenshipjordanpa.com

Telephone: 850-638-9689
Toll Free Fax: 877-208-3898

Jeremy A. Mutz, Of Counsel
jeremy@blankenshipjordanpa.com

August 3, 2023

CINTAS Uniform Services
2379 Commercial Park Drive
Marianna, Florida 32446

By Certified US Mail

Subject: Termination of Vendor Agreement

Dear Sir/Madam,


This firm represents the City of Bonifay, Florida. After careful consideration, the City Council has decided to terminate its agreement with CINTAS, effective upon receipt of this correspondence. The decision to terminate the agreement is based on unsatisfactory performance despite multiple attempts to reconcile issues with CINTAS.

As per the terms of the agreement dated March 3, 2020, we are providing written notice by certified US Mail before the termination takes effect. During this notice period, we expect you to fulfill your obligations as outlined in the agreement and complete any pending deliverables or services.

If there are any outstanding invoices or payments due, please ensure that they are submitted or received within the notice period.

Please govern yourselves accordingly.

Sincerely,



Michelle Blankenship Jordan
City Attorney

cc: Dr. Emily Rone McCann, Mayor
Rickey Callahan, City Clerk



Account 001 10112

Fiscal Year 2022-2023 Current

Account Name AMERICAN RESCUE PLAN ACT

General Balance Budget Budget Adjustments History Detail

Account Type Asset

Department

Note

Status Active

Protected Account

Cash Account Info

Cash Account

Last Check Number

Issued 113021

Projects

Optional None Required

Encumbered 0.00

Balance 499,755.18

Pending 0.00

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tracy.walker

July 20, 2023

Mr. Rickey Callahan
City Clerk
City of Bonifay
301 North Etheridge Street
Bonifay, FL 32425

RE: Updating the Comprehensive Plan Proposal

Dear Mr. Callahan,

I am pleased to submit my proposal to provide comprehensive plan updates for the City of Bonifay, Florida in meeting statutory mandates. The conditions are as follows:

SCOPE: Bonifay’s Plan and former Evaluation and Appraisal Report (provided by the City of Bonifay) will be reviewed along with the Florida Statutes to prepare an ordinance and provide a digital copy of the Comprehensive Plan. The final document will be an updated and revised document with updates in accordance with Chapter 163, Florida Statutes. I will meet with City staff on two occasions, and present the ordinance to the Planning Board and City Council for transmittal to the State of Florida. I will make State recommended changes and present the final document to the City Council for adoption. Finally, I will submit the final packet with the adopted ordinance to the State of Florida. Completing these tasks will require two meetings with staff, a presentation before the Planning Board and two presentations before the City Council.

SCHEDULE: Upon receipt of a fully executed copy of this agreement, I will perform the services and discharge the obligations imposed upon me in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. I will also acknowledge that the Client is to be regularly and routinely consulted in connection with the performance hereunder. All work in the scope of this Agreement will be completed within nine months (270 days) of execution of this Agreement.

ADDITIONAL SERVICES

1. Prepare for and attend additional meetings beyond those described in the Scope.
2. Assist the City in preparing documents outside what is anticipated by State updates and associated with the proposed ordinances.

FEE ARRANGEMENT: All work completed in the scope will be billed at a flat rate of \$12,000.00 and completed within nine months (270 days) of execution of this Agreement. Expenses directly associated with this project (advertisements, travel, reproduction, supplies, and other non-labor costs) are included in the fee estimate. Services authorized in writing by the Client other than those specifically listed in the scope above shall be considered Additional Services for which the Client shall compensate me at a current hourly rate of \$110.00 per hour with a not-to-exceed cost of \$2,000.00. Under the terms of this Agreement, all work will be billed monthly. Payment is due upon receipt of invoice. All work on this Agreement will be discontinued for balances outstanding for more than 60 days. In the event the referenced project or my services called for under this Agreement is/are suspended, canceled or abandoned by the City of Bonifay, I will be provided five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

Prepared by: Kay Dennis, AICP
4757 Sheffield Drive
Marianna, FL 32446
850-272-6569

Any claim arising out of or related to the Contract, may be subject to mediation prior to the institution of legal or equitable proceedings by either party, with the parties sharing any related mediator or filing fees equally. The mediation shall be held in a place agreed upon and Agreements reached shall be enforceable as settlement agreements in any court having jurisdiction thereof. The City of Bonifay shall indemnify and hold me harmless from and against any and all claims damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the City, anyone directly or indirectly employed by the City or anyone for whose acts any of them may be liable. In regard to relative risks, rewards and benefits of the project to both parties, the risks have been allocated such that the City of Bonifay agrees that to the fullest extent permitted by law, my total liability to the City of Marianna for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the total of this contract. Such causes include, but are not limited to, my negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

This Agreement and the Terms and Conditions constitute our understanding of the work and our relationship under this project, and may only be modified in writing by both parties. The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed and warrants that he/she has the authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land. The Agreement is only valid if signed by both parties within thirty (30) days from the date of transmittal. Either party may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination by the City, the City of Bonifay shall pay for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Thank you for your consideration.

Offered by:



Kay Dennis, AICP 7/20/23
Date

Accepted by:

Signature

Typed Name and Title Date

ORDINANCE NO. 433

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA, INCREASING UTILITY DEPOSITS AND CONNECTION FEES FOR NEW SERVICE ACCOUNTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS AND REPEALER, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonifay, a Florida municipal corporation, has authority pursuant to Florida Statutes Chapter 166, and Article VIII, Section 2 of the Florida Constitution, to implement regulations for the health, safety, and general welfare of its residents; and

WHEREAS, providing a cost-effective and financially prudent system for the funding of public utilities and the collection of past-due accounts are proper priorities for the City; and

WHEREAS, the City of Bonifay also seeks to ensure the fiscal stability of the municipal utility system by requiring adequate deposits to establish new utility accounts;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BONIFAY, FLORIDA, AS FOLLOWS:

SECTION 1. Utility deposit.

- (a) Each residential customer of the utility system of the City shall place a deposit in the amount of \$200.00 (two hundred dollars) with the City at the time the customer requests service.
- (b) Each commercial customer of the utility system of the City shall place a deposit in the amount of \$300.00 (three hundred dollars) with the City at the time the customer requests service.
- (c) Retention by the City of any deposits prior to final settlement of the account shall not be considered as a payment or part payment for any bill for service. The City may, however, apply the deposit against unpaid bills for service. In such case, the customer will be required to restore the deposit to the original amount.

SECTION 2. Connection Fee.

- (a) Each residential customer of the utility system of the city shall pay a one-time connection fee of \$25.00 (twenty-five dollars) at the time the customer requests service.
- (b) Each commercial customer of the utility system of the city shall pay a one-time connection fee of \$25.00 (twenty-five dollars) at the time the customer requests service.

SECTION 3. Repealer and severability.

If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance. All prior ordinances or portions of ordinances in conflict herewith be and the same are hereby repealed, to the extent of any such conflict.

FIRST READING in regular session of the City Council of the City of Bonifay, Florida on the day of _____, 2023.

SECOND READING in regular session of the City Council of the City of Bonifay, Florida on the day of _____, 2023.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida after due notice, publication, and second reading on the day of _____, 2023.

CITY OF BONIFAY, FLORIDA

ATTEST:

By its Mayor, Dr. Emily Rone McCann

By Rickey Callahan, Clerk

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, REPEALING ORDINANCE 427 OF THE CITY OF BONIFAY RELATING TO WATER AND SEWER UTILITY RATES; ADOPTING AN INCREASE IN MINIMUM UTILITY (WATER AND SEWER) RATES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Charter for the City of Bonifay, Florida, was adopted by referendum on January 15, 1991; and

WHEREAS, Article 1, Section 1.01, of the City Charter of the City of Bonifay, Florida, empowers and enables the City of Bonifay to conduct municipal services; and

WHEREAS, the City Council of the City of Bonifay, Florida, is vested with the authority to establish reasonable classifications of consumers of municipal services such as water and sewer and to establish variable rates for such classifications; and

WHEREAS, the City Council of the City of Bonifay, Florida, recently conducted a utility rate study and has determined that rate increases are necessary for certain municipal services in order for the City of Bonifay, Florida, to continue to adequately and properly conduct and supply said services;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonifay, Florida that the following minimum rate for City of Bonifay Utility (Water and Sewer) services are hereby established:

Section 1. Repealer:

Ordinance 427 is hereby repealed in its entirety.

Section 2. New Effective Rates:

Inside City Limits Residential Water Rate:

Volume	Rates	Increments	Year (beginning with 2023- 2024)
0 to 2,000 gal	\$21.21	Base Rate	1
2,001 to 5,000 gal	\$2.65	Per 1,000 gal	1
5,001 to 8,000 gal	\$2.78	Per 1,000 gal	1
8,001 to 12,000 gal	\$2.92	Per 1,000 gal	1
12,000 and up	\$3.06	Per 1,000 gal	1
0 to 2,000 gal	\$26.19	Base Rate	2
2,001 to 5,000 gal	\$3.29	Per 1,000 gal	2
5,001 to 8,000 gal	\$3.46	Per 1,000 gal	2

8,001 to 12,000 gal	\$3.63	Per 1,000 gal	2
12,000 and up	\$3.81	Per 1,000 gal	2
0 to 2,000 gal	\$31.16	Base Rate	3
2,001 to 5,000 gal	\$3.94	Per 1,000 gal	3
5,001 to 8,000 gal	\$4.14	Per 1,000 gal	3
8,001 to 12,000 gal	\$4.35	Per 1,000 gal	3
12,000 and up	\$4.56	Per 1,000 gal	3

Outside City Limits Residential Water Rate:

Volume	Rates	Increments	Year (beginning with 2023-2024)
0 to 2,000 gal	\$26.51	Base Rate	1
2,001 to 5,000 gal	\$3.31	Per 1,000 gal	1
5,001 to 8,000 gal	\$3.47	Per 1,000 gal	1
8,001 to 12,000 gal	\$3.65	Per 1,000 gal	1
12,000 and up	\$3.83	Per 1,000 gal	1
0 to 2,000 gal	\$32.73	Base Rate	2
2,001 to 5,000 gal	\$4.12	Per 1,000 gal	2
5,001 to 8,000 gal	\$4.32	Per 1,000 gal	2
8,001 to 12,000 gal	\$4.54	Per 1,000 gal	2
12,000 and up	\$4.77	Per 1,000 gal	2
0 to 2,000 gal	\$38.95	Base Rate	3
2,001 to 5,000 gal	\$4.93	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.17	Per 1,000 gal	3
8,001 to 12,000 gal	\$5.43	Per 1,000 gal	3
12,000 and up	\$5.70	Per 1,000 gal	3

Inside City Limits Commercial Water Rate:

Volume	Rates	Increments	Year (beginning with 2023-2024)
0 to 2,000 gal	\$28.36	Base Rate	1

2,001 to 5,000 gal	\$2.50	Per 1,000 gal	1
5,001 to 8,000 gal	\$2.63	Per 1,000 gal	1
8,001 to 12,000 gal	\$2.76	Per 1,000 gal	1
12,000 and up	\$2.89	Per 1,000 gal	1
0 to 2,000 gal	\$35.60	Base Rate	2
2,001 to 5,000 gal	\$2.63	Per 1,000 gal	2
5,001 to 8,000 gal	\$2.76	Per 1,000 gal	2
8,001 to 12,000 gal	\$2.98	Per 1,000 gal	2
12,000 and up	\$3.04	Per 1,000 gal	2
0 to 2,000 gal	\$42.85	Base Rate	3
2,001 to 5,000 gal	\$2.76	Per 1,000 gal	3
5,001 to 8,000 gal	\$2.89	Per 1,000 gal	3
8,001 to 12,000 gal	\$3.13	Per 1,000 gal	3
12,000 and up	\$3.19	Per 1,000 gal	3

Outside City Limits Commercial Water Rate:

Volume	Rates	Increments	Year (beginning with 2023- 2024)
0 to 2,000 gal	\$35.45	Base Rate	1
2,001 to 5,000 gal	\$3.13	Per 1,000 gal	1
5,001 to 8,000 gal	\$3.28	Per 1,000 gal	1
8,001 to 12,000 gal	\$3.88	Per 1,000 gal	1
12,000 and up	\$4.88	Per 1,000 gal	1
0 to 2,000 gal	\$44.50	Base Rate	2
2,001 to 5,000 gal	\$3.28	Per 1,000 gal	2
5,001 to 8,000 gal	\$3.45	Per 1,000 gal	2
8,001 to 12,000 gal	\$4.08	Per 1,000 gal	2
12,000 and up	\$4.71	Per 1,000 gal	2
0 to 2,000 gal	\$53.56	Base Rate	3
2,001 to 5,000 gal	\$3.45	Per 1,000 gal	3
5,001 to 8,000 gal	\$3.62	Per 1,000 gal	3
8,001 to 12,000 gal	\$4.48	Per 1,000 gal	3

12,000 and up	\$4.94	Per 1,000 gal	3
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Section VII, Item I.

Inside City Limits Residential Wastewater Rate:

Volume	Rates	Increments	Year (beginning with 2023- 2024)
0 to 2,000 gal	\$42.34	Base Rate	1
2,001 to 5,000 gal	\$4.38	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.60	Per 1,000 gal	1
8,001 to 12,000 gal	\$4.83	Per 1,000 gal	1
12,000 and up	\$5.07	Per 1,000 gal	1
0 to 2,000 gal	\$47.22	Base Rate	2
2,001 to 5,000 gal	\$4.76	Per 1,000 gal	2
5,001 to 8,000 gal	\$5.00	Per 1,000 gal	2
8,001 to 12,000 gal	\$5.25	Per 1,000 gal	2
12,000 and up	\$5.51	Per 1,000 gal	2
0 to 2,000 gal	\$52.09	Base Rate	3
2,001 to 5,000 gal	\$5.14	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.40	Per 1,000 gal	3
8,001 to 12,000 gal	\$5.51	Per 1,000 gal	3
12,000 and up	\$5.79	Per 1,000 gal	3

Outside City Limits Residential Wastewater Rate:

Volume	Rates	Increments	Year (beginning with 2023- 2024)
0 to 2,000 gal	\$52.92	Base Rate	1
2,001 to 5,000 gal	\$5.48	Per 1,000 gal	1
5,001 to 8,000 gal	\$5.75	Per 1,000 gal	1
8,001 to 12,000 gal	\$6.04	Per 1,000 gal	1
12,000 and up	\$6.34	Per 1,000 gal	1
0 to 2,000 gal	\$59.02	Base Rate	2
2,001 to 5,000 gal	\$5.95	Per 1,000 gal	2

5,001 to 8,000 gal	\$6.25	Per 1,000 gal	2
8,001 to 12,000 gal	\$6.56	Per 1,000 gal	2
12,000 and up	\$6.89	Per 1,000 gal	2
0 to 2,000 gal	\$65.12	Base Rate	3
2,001 to 5,000 gal	\$6.43	Per 1,000 gal	3
5,001 to 8,000 gal	\$6.75	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.89	Per 1,000 gal	3
12,000 and up	\$7.23	Per 1,000 gal	3

Inside City Limits Commercial Wastewater Rate:

Volume	Rates	Increments	Year (beginning with 2023-2024)
0 to 2,000 gal	\$54.78	Base Rate	1
2,001 to 5,000 gal	\$4.49	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.72	Per 1,000 gal	1
8,001 to 12,000 gal	\$4.95	Per 1,000 gal	1
12,000 and up	\$5.20	Per 1,000 gal	1
0 to 2,000 gal	\$57.24	Base Rate	2
2,001 to 5,000 gal	\$4.99	Per 1,000 gal	2
5,001 to 8,000 gal	\$5.24	Per 1,000 gal	2
8,001 to 12,000 gal	\$5.50	Per 1,000 gal	2
12,000 and up	\$5.77	Per 1,000 gal	2
0 to 2,000 gal	\$64.69	Base Rate	3
2,001 to 5,000 gal	\$5.48	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.75	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.04	Per 1,000 gal	3
12,000 and up	\$6.34	Per 1,000 gal	3

Outside City Limits Commercial Wastewater Rate:

Volume	Rates	Increments	Year (beginning with 2023-2024)
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0 to 2,000 gal	\$66.83	Base Rate	1
2,001 to 5,000 gal	\$5.62	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.95	Per 1,000 gal	1
8,001 to 12,000 gal	\$5.20	Per 1,000 gal	1
12,000 and up	\$5.46	Per 1,000 gal	1
0 to 2,000 gal	\$71.55	Base Rate	2
2,001 to 5,000 gal	\$6.23	Per 1,000 gal	2
5,001 to 8,000 gal	\$5.50	Per 1,000 gal	2
8,001 to 12,000 gal	\$5.77	Per 1,000 gal	2
12,000 and up	\$6.06	Per 1,000 gal	2
0 to 2,000 gal	\$80.86	Base Rate	3
2,001 to 5,000 gal	\$6.85	Per 1,000 gal	3
5,001 to 8,000 gal	\$6.04	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.34	Per 1,000 gal	3
12,000 and up	\$6.66	Per 1,000 gal	3

Section 3. Severability:

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the Ordinance shall not be thereby.

Section 4. Effective Date:

This Ordinance shall take effect immediately upon adoption.

FIRST READING in regular session of the City Council of the City of Bonifay, Florida on the day of _____, 2023.

SECOND READING in regular session of the City Council of the City of Bonifay, Florida on the day of _____, 2023.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida after due notice, publication, and second reading on the day of _____, 2023.

CITY OF BONIFAY, FLORIDA

ATTEST:

By its Mayor, Dr. Emily Rone McCann

By Rickey Callahan, Clerk

Section VII, ItemI.

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney



City Council Agenda Form

Meeting Date: August 8, 2023

Department: Fire Rescue

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consent Agenda	Regular Agenda	Closed Session

Presenter: Chief T. Cook

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO
City Attorney e-mail attached? YES NO

Agenda Item Title: Request for grant application

Attachment(s):

Brief Summary:
Bonifay Fire - Rescue is looking to apply for a state grant for a new breathing air filling station. As stated in a previous meeting, we are seeking to replace the 25+ year old cascade filling station. Originally requested approval to apply for a FireHouse Sub grant. That grant timeline has since expired. This grant will be a State of Florida grant with NO matching funds necessary. Lt. Ryan Martin will complete all grant documents.

Action Requested of Council:
Approval to apply...

FLORIDA RURAL WATER ASSOCIATION

Section VIII, Item C.

2970 Wellington Circle • Tallahassee, FL 32309-7813
(850) 668-2746

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frwa@frwa.net

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www.frwa.net

July 26, 2023

Mr. Matthew Perry
City of Bonifay
611 E Bay Ave
Bonifay, FL 32425
Phone: 850.790.5970
Email: Matthew.Perry@cityofbonifay.com

**RE: Water & Wastewater Impact Fee Study Offer
City of Bonifay, Holmes Co., PWS: 1300083, Fac. ID: FL0027731**

Dear Mr. Perry:

Florida Rural Water Association is pleased to offer the City of Bonifay a Water & Wastewater Impact Fee Study as a membership benefit. The Water & Wastewater Impact Fee Study will include a review of water and wastewater expenses, revenues, asset values, as well as future expenditures and will provide recommendations regarding Impact Fees.

The value of the impact fee we are offering is generally accepted to be between \$35,000 and \$45,000 if the City of Bonifay were to use a consultant. Since we provide this service as a membership benefit, we ask you provide a \$5,750 contribution to FRWA in aid of engineering assistance and ask you to collect, organize and summarize your utility's data, see attached list. Please provide \$3,450 upfront and the remainder will be invoiced as the project proceeds. *If you had not been a FRWA member we would have asked for a \$7,500 contribution.*

Once the data has been collected it will be my pleasure to sit down with you, review each item, and assist you as necessary in summarizing / compiling the necessary information. Please provide ALL information listed below and respond to each item – should there be data that is not readily available, please make a note so that we may discuss the subject, and possibly provide an informed estimate the answer. The Impact Fee Study will be only as accurate as the information provided.

When the Impact Fee Study is completed, we would recommend a Board Workshop be scheduled to discuss the Impact Fee Study and Fiduciary Responsibilities and Issues – please allow at least 60-minutes for this activity (90-minutes if this is a difficult issue). Our portion is normally about 30-minutes with the remainder for questions and answers.

FRWA will defend against Rate and Fee Study Challenges. We also will provide technical support (at cost) during any court challenge defense including being expert witnesses. FRWA personnel have extensive experience in conducting rate studies and financial planning for hundreds of water utilities across the state.

As a result of this experience, we are very familiar with local, regional and statewide issues and challenges that utilities face and we are able to provide our members with a variety of solutions for fiscal planning and pricing needs. Our experience allows us to see utility issues from different perspectives and to ensure value-added solutions.

1. FRWA rate and fee studies have never had a legal challenge!
2. FRWA rate and fee studies are performed using a sound rational and methodical procedures based on actual financial cost records provided by the utility.
3. FRWA rate and fee studies are performed using tested utility industry standards – American Water Works Association Manuals of Practice M1 - Water Rates, M26 - Water Rates & Related Charges, M34 - Alternative Rates, M35 - Revenue Requirements, Water Rates, Fees and the Legal Environment, US EPA Guidance Manuals, etc.
4. FRWA rate and fee studies are performed using a strong legal footing under Florida Statutes and case law.

PROJECT AUTHORIZATION. Before we begin work you must be a FRWA Member, Sign the Attached Agreement, and provide the Upfront Contribution.

1. **Sign the Attached Agreement.** Please sign the FRWA Engineering Assistance Agreement below for a **\$5,750** contribution to FRWA in aid of engineering assistance and return it to FRWA.
 - Once we have the signed agreement we will send an invoice with a link to pay the \$3,450 upfront contribution on-line (or you can mail a check for that amount).
 - The remainder to be invoiced *as work progresses*.

REQUIRED INFORMATION TO START WORK. In order to commence with your project we must have the following information.

1. **Current Water and Sewer Rates, Impact, and Other Fees.** Please send your current fee schedule including connection, turn-offs, turn-ons, late fees, etc.
2. **Water and Wastewater System Maps.** Please provide login credentials for Diamond Maps. We will use the Diamond Maps as prepared by the SRF/FRWA Asset Management Group to identify basic water and wastewater system assets.
3. **Water and Wastewater Asset Management Plans.** Please a copy of your most recent Water and Wastewater Asset Management Plans.
4. **Proposed Water or Wastewater System Expansions?** Please describe or provide a description of any Water or Wastewater Treatment Plant or System Expansions, and date of planned

expansions.

5. **Current Capital Improvement Plan.** Please provide a copy of your current Capital Improvement Plan (CIP) for water or wastewater improvements.
6. **Please take 24+ Photographs inside, outside, and, around the Wastewater Treatment Plant, Water Treatment Plants, Wells, Tanks, etc.**
 - We need panoramas and close-ups of the facilities, tanks, pumps, and piping, enough to see what's going on.
 - The overall shots (panoramas) to give a sense of what is around on the property.
 - The more photos we get the better - take pictures of EVERYTHING.
 - This doesn't take a lot of time to take these photos. We don't often have time to visit every site (so we can help more folks) so the photographs represent a visual site tour,

FRWA already has or will collect information about your Water and Wastewater System:

1. Monthly Operating Reports (MORs) for the last 5-years (2018 thru 2023). We will use the FDEP database to download several years of MORs showing Average Daily Demand (ADD) and Maximum-Day Demands (MDD) -- quantities of finished water produced.
2. Most recent Sanitary Survey. We will use the FDEP database to download this inspection report.
3. Discharge Monitoring Reports (DMRs) for the last 5-years (2018 thru 2023). We will use the FDEP database to download several years to include monthly average daily flows, three-month average daily flows (three-month rolling average daily flows for the WWTP), and annual average daily flows for the past five years or for the length of time the plant has been in operation, whichever is less [62-600.405(6)].
4. Copy of Previous Application Package. We will download a copy of the previous Wastewater Treatment Plant Permit Renewal package to include:
 - Permit Forms
 - Capacity Analysis Report
 - treatment Process Flow Diagram
 - Operation and Maintenance Performance Report

OPTIONS FOR YOUR PROJECT: As we described, you have several options to obtain the required engineering assistance you need for your system:

1. You can always hire a consulting firm to do the work for you!
 - If you need immediate assistance and cannot wait for FRWA Engineers to get to your project.
2. You can ask FRWA to assist you as a membership benefit:
 - Make a **\$5,750 contribution** to support FRWA's Engineering Program.
 - Please send \$3,450 upfront, and

- *the remainder will be invoiced as work progresses*
- You must **commit to collecting the data listed above**
- You must be a **FRWA Member** and commit to long-term membership
- We ask that you **be patient** – we have lots of work and few engineers
- You agree to hold FRWA **harmless** for our assistance efforts (does not apply to cities, counties, and governmental entities)

Please sign the FRWA Engineering Assistance Agreement attached and return it to us for our files.

Sincerely,



Sterling L. Carroll, P.E.
FRWA State Engineer

Copy: Stephon Boneck, FRWA Circuit Rider
Katherine Van Zant, David Bolam, Saltus Engineering, Inc.
Peyton Piotrowski, FRWA Assistant State Engineer
Ben Lewis, FRWA Operations Manager

Please review sign and return the agreement below:

FRWA Engineering Assistance Agreement

City of Bonifay (hereafter referred to as “FRWA Member”) requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with a **Water & Wastewater Impact Fee Study**.

~~This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents, employees, and consultants harmless for any loss, damage, expense, cost, or legal liability.~~ **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$5,750 contribution to support FRWA’s Engineering Program.**

Please send \$3,450 upfront and the remainder to be invoiced as work progresses. *Once we have the signed agreement we will send an invoice with a link to pay the \$3,450 contribution on-line (or you can mail a check for that amount).*

When work is complete, FRWA will send a Draft Report along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Final Deliverable to you and the Agency. ~~The FRWA Member is responsible for Permitting Fees to the Agency, for constructing, and installation the permitted improvements.~~

The FRWA Member acknowledges that FRWA is non-profit membership association dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water.

Further the FRWA Member agrees to commit to gather the data, maps, and information about its own system; and recognizes the backlog of work and is willing to be patient until FRWA can get to its project; and appreciates this membership service.

The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers’ availability – FRWA would be happy to provide a refund.

FRWA Member: City of Bonifay

Signature: 

Date: 

Please RSVP August 26, 2023! *Because FRWA engineering services are in high demand we ask for your response to this offer within 30-days. **After 30-days, your project will be removed from our list.***

If you need more time for your decision-making process just let us know!

We understand if you choose to proceed in another way and support you in that decision. We’re always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.

City of Bonifay Utility Equipment Purchase Project - August 4, 2023
 Exhibit A

Section VIII, Item D.

2024 Ford F-350 Regular Cab Chassis DRW 4WD XL 60" CA 145" WB Diesel
 Estimated Cost **\$ 104,272.00**

2024 FORD F-150 CREW CAB 2WD XL 6.5' BED 157" WB
 Estimated Cost **\$ 48,027.00**

Rotary Lift
 Estimate Cost **\$ 32,189.00**

Tractor Loader Backhoe
 Estimated Cost **\$ 79,371.00**

TOTAL COST \$ 263,859.00

USDA Financing Options **\$ 100,000.00** USDA Grant (Typical Maximum Grant by USDA)
\$ 163,859.00 USDA loan financed for 10 years @3.625%
 Annual Payment = \$19,829

Maximum Grant Eligibility Options for All Equipment

\$197,894.25 75% USDA Grant (Max eligibility based on Census)
\$65,965 25% USDA loan for 10 years @3.625%
TOTAL COST \$ 263,859.00 Annual Payment = \$7,983

Backhoe financing options **\$59,500** 75% USDA Grant
\$ 19,891.00 25% Owner Contribution
TOTAL COST \$79,391

Trucks/Lift financing options **\$ 138,300.00** 75% USDA Grant
\$ 46,188.00 USDA loan for 10 years @3.625%
TOTAL COST \$ 184,488.00 Annual payment = \$5,832

Mary J. Gavin
Gavin Consulting LLC
1142 Gavin Road
Bonifay, FL 32425
Phone: 850-768-0066
Email: dlgavin@outlook.com

CONTRACT FOR SERVICES

This Contract is entered into this 14th day of August, 2023 between CITY OF BONIFAY, hereinafter referred to as the “OWNER” and GAVIN CONSULTING, LLC, located at 1142 GAVIN ROAD, BONIFAY, FLORIDA 32425, hereinafter referred to as the “CONSULTANT”. This Contract shall become effective upon execution by both parties.

WHEREAS, the OWNER, requires professional consulting services to assist in the preparation, compiling, organizing, negotiating services associated with developing a funding package that can be considered for Federal funding by the United States Department of Agriculture (USDA), Rural Development,

WHEREAS, the CONSULTANT, proposes to provide financial and application packaging services for the Owner to meet the needs associated with funding provided by USDA, Rural Development (RD),

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this agreement, the parties, agree that:

The anticipated scope of services for each phase is outlined below.

SCOPE OF SERVICES

Phase 1 - Preliminary Application:

1. Kick-off meeting with Owner and its representatives and any other parties deemed necessary By the Owner to discuss project, objectives, and all other items associated with development of a Pre-Application for USDA, RD funding.
2. Acquire, prepare and analyze relevant documents and data along with other organizational information associated with development of a pre-application such as but not limited to:
 - a. Prepare SF-424 Application for Federal Assistance, upon final development of a clearly defined project and financial assistance needed to develop the Pre-Application.
 - b. Prepare and submit, upon finalization of the SF-424, all necessary documentation required by State and Local Clearinghouses.
 - c. Provide review of Organizational Documents and consult with USDA, RD to ensure all requirements of RD Community Facility Program are met in order to be considered for funding.
 - d. Provide assistance with preparation and development of Form RD 442-3 Balance Sheet and Form RD 442-7 Operating Budget to ensure all requirements associated with eligibility are addressed.

Mary J. Gavin
Gavin Consulting LLC
1142 Gavin Road
Bonifay, FL 32425
Phone: 850-768-0066
Email: dlgavin@outlook.com

- e. Work with Owner to address and provide evidence relative to availability of commercial, which establishes need for USDA, RD financing under the Community Facilities Grant Program.
 - f. Prepare for submission to RD necessary information associated with Preliminary Environmental documentation.
 - g. Provide initial review of Financial Feasibility Report to identify any potential concerns that may be questioned by RD.
 - h. Coordinate and provide assistance with developing response to questions and concerns identified by USDA, RD in their review and response to the Preliminary Application.
3. As part of the Pre-Application process the Owner agrees to execute and provide all documents associated with the Application process, items such as; Survey Ensuring Equal Opportunity, Support Letter from Local Government, Audits, and any other documents and/or documentation required by USDA, RD.

Phase 2 - Full Application to Obligation of Funds:

1. Upon notification by the Florida USDA, RD office, that Owner is Eligible for funding through USDA, Consultant will assist Owner with development of a Full Application, which tasks consist of any and all documents required for USDA to approve the funding requested of Owner, to include but not limited to:
- a. Coordinate and develop advertisements associated with public notice and awareness requirements, and agenda items required to meet USDA guidelines.
 - b. Coordinate with Owner's Attorney to ensure legal requirements associated with a USDA grant are addressed and satisfied
 - c. Coordinate and assist with engagement of bond council to ensure USDA guidelines are met
 - d. Ensure all USDA documents, forms and other requirements have been completed to facilitate approval by USDA, RD
 - e. Once notified by USDA, RD of approval the Consultant will review Letter of Conditions prepared by USDA, for completeness and to ensure the proposed transaction, by USDA, is consistent with the proposal and Feasibility Report regarding structure and repayment.

Fees: The total fee for services provided will be \$1,000, One Thousand Dollars for the backhoe equipment purchase project.

All fees would be due and payable when Owner is approved for funding by USDA Rural Development and when Owner received Form 1940-1, Obligation of Funds executed by USDA, Rural Development.

Mary J. Gavin
Gavin Consulting LLC
1142 Gavin Road
Bonifay, FL 32425
Phone: 850-768-0066
Email: dlgavin@outlook.com

Termination: Either Party may terminate this Agreement for any reason by providing 30 day written notice.

Owner-City of Bonifay
Dr. Emily McCann, Mayor
301 J. Harvey Etheridge Street
Bonifay, Florida 32425

Mary J. Gavin
Consultant-Gavin Consulting, LLC
1142 Gavin Rd.
Bonifay, Florida 32425



**CITY OF BONIFAY
PROCUREMENT POLICY**

CREATED: _____

ADOPTED: _____

LAST UPDATED: _____

Section 1 Purpose

The mission of the Procurement Policy is to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and

integrity; and to provide for fair and equitable treatment of all persons involved in public purchasing by the City.

Section 2 Concepts

The Procurement function is to ensure that purchasing laws, rules and regulations are enforced and carried out under the highest ethical standards. Strict adherence by all City officers, employees, agents and by the suppliers and contractors providing goods and services to the City to specific ethical considerations is required to maintain the confidence of the public, the City, and the business community in the expenditures of City funds.

1. To procure for the City the highest quality in commodities and services at the least expense and/or the best value to enable the greatest cost effectiveness in performance to the City.
2. To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
3. To keep informed of current developments in the field of purchasing, prices, market conditions and new products to secure for the City the benefits of research done in the field of purchasing, prices, market conditions and new products and to secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

Section 3 Definitions

For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., contracts, purchase orders, etc.), the following terms, phrases, words and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document.

Addendum. A document used to expand or more fully explain the terms of a bid instrument (such as Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract amendment.

Appropriation. Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and also to the time when it may be expended.

Bid. An offer of price for goods or services specifically given to the City in response to an Invitation

Brand Name or Equivalent Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the City requirements and which provide for the submission of equivalent products.

Business. Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of commodities, services or labor.

Change Order. A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.

Commodity. A product that the City may contract for or purchase for the use and benefit of the City. It is a specific item and it is different from the rendering of time and effort by a provider.

Designee. The duly authorized representative of a person holding a superior position.

Emergency Purchase. An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety of welfare of persons or property within the City.

Fixed Asset/Equipment. Any item of capital nature, of value exceeding \$5,000.00 and with an estimated life span of over three (3) year.

Invitation for Bid (Competitive Sealed Bidding). A written solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, when specifications are available and the selection will be based upon the lowest responsive and/or responsible bidder.

Invitation to Negotiate: A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain and the City desires input from the vendors on the project specifications.

Irregularity. Any change or omission in an offer or contract that does not have an adverse effect on the City's best interest, and does not affect the outcome of the source selection process by giving an offer or an advantage or benefit not enjoyed by any other offeror, and, not inconsistent with applicable laws.

Material Mistake. Any deviation or variance from the bid requirements or other mistake that gives one bidder a substantial advantage over other bidders. A non-material mistake is any mistake that does not affect price, does not give one bidder an advantage or benefit not enjoyed by other bidders and does not adversely affect the interests of the City.

Personal Property. Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, licenses.

Posting. An act whereby the City places on a bulletin board, in a designated location, in the local newspaper and/or on the City website, a listing which indicates the City's recommendations for bid awards and solicitations for bids and proposals.

Pre-Bid Conference. A meeting held with prospective bidders prior to solicitation of, or the date of receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders interest in pursuing the task.

Professional Services. The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the procurement services manager.

Proposal. An executed formal document submitted to the City stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

Purchase/procurement. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the City for public purposes.

Purchase Order. The City's official legal document of contract between the City and contractor, issued separately or in conjunction with other documents, whether electronic or mechanical, which delineates the responsibilities of both parties in the provision of and payment of goods and services required by the City.

Quotation. Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

Request for Bids. A solicitation of responses for goods and/or services for which the scope of work, specifications, or contractual terms and conditions are well defined.

Request for Proposals. A solicitation of responses for goods, consultant services, and/or services for which the scope of work, specifications, or contractual terms and conditions cannot be well defined. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for Qualifications: A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorney, auditor, CPA's, etc.

Request for Quotation. An informal request either oral or written to solicit prices for specific goods and/or services.

Responsible Bidder. A vendor submitting a bid who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

Responsive Bidder. A vendor submitting a bid that substantially conforms with all material respects to the requirements and criteria set forth in the invitation.

Small Purchases. The procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, or bids, from at least three (3) vendors. Any items purchased with an individual value of \$1,000.00 or more require a property sheet be completed and added to the City's property inventory per established policy.

Sole Source. A commodity that can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Specifications. A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

Vendor. Any business or individual that does business with or will be or has been awarded a contract by the City.

Section 4 Purchasing Categories; Threshold Amounts

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 4.01) \$1 - \$1500.00
- B. Purchasing Quotes (Section 4.02) \$1500.01 - \$40,000.00
- C. Competitive Sealed Bids/Proposals (Section 4.03-4.05) \$ 40,000.01 & above

4.01 Small Purchases

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Department Director or his/her designees.

4.02 Purchasing Quotes

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Department Director and for amounts below \$10,000 shall be reviewed and awarded by the City Clerk and for amounts between \$10,000 and \$40,000 shall be reviewed and awarded by the City Council.

4.03 Competitive Sealed Bids

A. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the City Council. Also, only communications from firms or individuals which are in writing and signed will be recognized by the City Council as duly authorized expressions on behalf of proposers.

(1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.

(2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

C. Public Notice. Public notice shall be made in compliance with section 255.0525 Florida Statute and 73C-23 Florida Administrative Code according to the following thresholds:

- (1) For contracts less than \$200,000, the notice shall be published at least twelve (12) calendar days prior to bid opening in a newspaper of general circulation and a nearby OMB-MSA daily newspaper.
- (2) For awards greater than \$200,000 but less than \$500,000, the notice must be advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
- (3) For awards greater than \$500,000 the notice must be publicly advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference.
- (4) Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.
- (5) Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

D. Bid Opening. Bids shall be opened publicly. The City Clerk or his/her designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the City Clerk together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.

F. Bid Agenda Item. After evaluation, the City Clerk will prepare a recommendation and shall place the item on the agenda of the City Council.

G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic

notice received in the office designated in the Invitations for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the City Clerk.

H. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the City providing that such waiver does not violate federal or state requirements. Any requirement which is waived must be documented and kept in the file.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of the intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped, self- addressed envelope for their record.
- (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: Failure to file a protest within the time prescribed in Section 4.08 of the Procurement Policy of the City shall, constitute a waiver of proceedings under that section of this Policy.

J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the City Council. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the City Clerk or his/her designee, for the following reasons:

- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
- (2) Failure to update the information on file including address, project or service, or business description.
- (3) Failure to perform according to contract provisions.
- (4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
- (5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (6) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3) (a).
- (8) Other reasons deemed appropriate by the City.

4.04 Competitive Sealed Proposals

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

4.041 Professional Architectural, Engineering, Landscape Architectural, and Land Surveying Services

A. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data, and other related information for the performance of professional services.

- (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services an item shall be placed on the agenda for approval by the City Council indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) The general purpose of the service or study;
 - (b) The objectives of the study or service;
 - (c) Estimated period of time needed for the service or the study;
 - (d) The estimated cost of the service or study;
 - (e) Whether the proposed study or service would or would not duplicate any prior or existing study or service;
 - (f) List of current contracts or prior services or studies which are related to the proposed study or services;
 - (g) The desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.

- (2) Distribution of Project Requirements. All persons on the City's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the City Clerk shall be notified of the project requirements including a statement of relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than 14 calendar days from the date of public notice which the City Clerk shall publish in at least one newspaper of wide general circulation in the region.

- (3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correcting of clerical errors or other similar minor

irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) prior to making its selection of those best qualified.

- (4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted the City may determine whether a three-member or five-member selection committee will best serve the needs of the Commission.

- (1) Three to Five Member Committee Composition. Membership of a selection committee shall consist of persons appointed by the Mayor.
- (2) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
 - (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and (b) designate no less than three persons, unless there were less than three submissions, on the alphabetical list considered by the selection committee to be best-qualified to perform the work required.
- (3) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations: (a) competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and person to actual cost of previous projects; (b) current work load; (c) financial responsibility; (d) ability to observe and advise whether plans and specifications are being complied with, where applicable; (e) record of professional accomplishments; (f) proximity to the project involved, if

applicable; (g) record of performance; and (h) ability to design an approach and work plan to meet the project requirements, where applicable.

- (4) Interview and Commission Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Commission for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

C. Negotiation Staff. Contract negotiations shall be conducted by the City Clerk unless the Mayor directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The City Clerk or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the City Clerk or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the City Clerk or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the City Clerk or the Negotiating Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the City Clerk or the Negotiation Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The City Clerk or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City Clerk or the Negotiation Committee shall formally terminate negotiations and shall then undertake negotiations with the third most qualified firm. Should the City Clerk or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the selection shall select additional firms in order of their competence and qualifications, and the City Clerk or the negotiation Committee shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to contract for services.

4.042 Other Competitive Sealed Proposals (non-287.055 services)

A. Conditions for use. All contracts required by Section 5.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.

B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.

C. Commission Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City prior to solicitation.

D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.

E. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services.

F. Proposal Cancellation or Postponement. The City Clerk may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.

G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals, and under regulations promulgated by the City Council, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by proposers prior to the City Clerk making a written recommendation of award to the City Council. As a part of the recommendation, the City Clerk shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

H. Award. Award shall be made by the City Council to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

4.05 Sole Source

A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment, or construction item(s) without competition when the City Clerk with the concurrence of the City Council, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars (\$5,000), the item will be placed on the agenda for Council approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior DEO approval.

4.06 Cooperative Purchasing

A. State Contracts. The City Clerk is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.

B. Other Governmental Units. The City Clerk shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with City and State law.

4.07 Bid Protest

A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award or contract may protest to the City Council. Protestors shall seek resolution of their complaints initially with the City Clerk and secondly with the City Council prior to protesting to the City Council.

B. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the City shall file with the City Clerk a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the City Clerk.

(1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.

(2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.

C. Settlement and Resolution. The City Clerk shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.

D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the City Clerk shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures.

(1) Protest Proceeding Procedures

- (a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witness shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - (d) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Council.
 - (f) Any party may arrange for the proceedings to be steno-graphically recorded and shall bear the expense of such recording.
- (2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in the invitation for bids or request for proposals documents.
 - (4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the City Clerk shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Council makes a determination that the award of a contract without delay is necessary to protect the substantial interests of the City.

4.08 Contract Claims

A. Authority of the City Clerk to Settle Bid Protests and Contract Claims. The City Clerk is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City, prior to an appeal to the City Council or the commencement of an action in a court of competent jurisdiction of \$1,000.00 or greater in value without the prior approval of the City Council.

B. Decision of the City Clerk. All claims by a contractor against the City relating to a contract, except bid protest, shall be submitted in writing to the City Clerk for a decision. The contractor may request a conference with the City Clerk on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

C. Notice to the Contractor of the City Clerk's Decision. The decision of the City Clerk shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his appeal rights under Subsection D of this Section.

D. Finality of the City Clerk Decision; Contractor's Right to Appeal. The City Clerk's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor file a notice of appeal with the City Council.

E. Failure to Render Timely Decision. If the City Clerk does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

4.09 Remedies for Solicitations or Awards in Violation of Law

A. Prior to Bid Opening or Closing Date for receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the City Clerk after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the City Clerk after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.

C. After Award. If, after award, the City Clerk after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:

- (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
 - (b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonable incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
- (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

Section 5 Contract Administration

5.1 Contract Provisions

A. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney may establish standard contract clauses for use in City contracts. However, the City Clerk may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.

B. Contract Clauses. All City contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The City Clerk after consultation with the City Attorney may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- (1) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
- (2) The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (3) Variations occurring between estimated quantities or working contract and actual quantities;
- (4) Defective pricing;
- (5) Time of performance and liquidated damages;
- (6) specified excuses for delay or nonperformance;
- (7) Termination of the contract for default;

- (8) Termination of the contract in whole or in part for the convenience of the City;
- (9) Suspension of work on a construction project ordered by the City;
- (10) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;
 - (a) When the contract is negotiated;
 - (c) When the contractor provides the site or design; or
 - (d) When the parties have otherwise agreed with respect to the risk of differing site conditions;
- (11) Value engineering proposals;
- (12) Remedies;
- (13) Access to records/retention records;
- (14) Environmental compliance; and
- (15) Prohibition against contingent fees;
- (16) Insurance to be provided by contractor covering employee, property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
- (17) Bonding requirements as set by the City Council;
- (18) Causes of and authorization for suspension of contract for improper contractor activity.
- (19) The required contract clauses, as modified, under 2 CFR 200.326 and 2 CFR Part 200, Appendix II

5.2 Price Adjustments

A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) By unit prices specified in the contract or subsequently agreed upon;

- (3) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
- (4) In such other manner as the contracting parties may mutually agree;
- (5) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.

B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

5.3 Change Orders/Contract Amendments

Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by the City Clerk based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Sections 4.01 shall govern the appropriate level of approval.

5.4 Assignments of Contracts

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

5.5 Right to Inspect Plant

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

Section 6 Rights of City Council

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Council, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good provided that such waiver doesn't violate Federal or State program requirements.

Section 7 City Procurement Records

A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.

B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida.

Section 8 Specifications

8.1 Maximum Practicable Competition

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

8.2 Use of Brand Name or Equivalent Specifications

A. Use. Brand name or equivalent specifications may be used when the City determines that:

- (1) No other design, performance, or qualified product list is available;
- (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (3) The nature of the product or the nature of the City requirements makes use of a brand name or equivalent specification suitable for the procurement; or
- (4) Use of a brand name or equivalent specification is in the City's best interest.

B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.

C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the City Clerk. If sufficient information is provided by the prospective bidder, the City Clerk may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.

F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purpose only.

8.3 Brand Name Specifications

A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the City Clerk makes a determination that only the identified brand name item or items will satisfy the City needs.

B. Competition. The City Clerk shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

Section 9 Ethics in Public Contracting

9.1 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

9.2 Employee Conflict of Interest

A. Participation. It shall be unethical for any City employee, officer or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:

- (1) The City employee, officer or agent;
- (2) Any member of his immediate family;
- (3) His or her partner; or
- (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

B. Blind Trust. A City employee, officer or agent or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

9.3 Contemporaneous Employment Prohibited

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City.

9.4 Use of Confidential Information

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

9.5 Gratuities and Kickbacks

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand, accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advise, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

9.6 Sanctions

A. Employee Sanctions. Upon violation of the ethical standards by an employee officer or agent the City, or other appropriate authority may:

- (1) impose one or more appropriate disciplinary actions as defined in the City Personnel rules and Regulations, up to and including termination of employment; and
- (2) may request investigation and prosecution.

B. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

- (1) written warnings;
- (2) termination of contracts; or
- (3) debarment or suspension in accordance with applicable state and federal laws.

9.7 Recovery of Value Transferred or Received in Breach of Ethical Standards

A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both City employee and non-employee.

B. Recovery of Kickbacks by the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10 Federal Policy Notice

10.1 Patents

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.

B. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

10.2 Notice of Federal Public Policy Requirements

A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:

- (1) Equal employment opportunity;
- (2) Affirmative action;
- (3) Fair labor standards;
- (4) Energy conservation;
- (5) Environmental protection; or
- (6) Other similar socio-economic programs

B. Notice. The City Clerk shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the City Clerk shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

Section 11 Payment to Vendors

All payment to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 218.70-218.80, and Florida Statutes.

Section 12 Affirmative Action Program

A. Purpose and Scope. The purpose of the Affirmative Action Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Council. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the jurisdiction of the City Council are responsible for implementing this program.

B. Policy Statement.

- (1) It is the policy goal of the City that all of the Council approved procurement as contained with both operating and capital improvement budgets shall be:
 - (a) made available to all qualified applicants for equal consideration regardless of race, color, religion, sex, national origin, disability, age, or genetics; and
 - (b) let through a race neutral, competitive bid process that encourages the participation of minority and women businesses or persons.
- (2) All departments and divisions under the jurisdiction of the City Council are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The City Clerk will take the lead role in this process by taking active steps to encourage minority or women owned businesses.
- (3) Regarding the implementation of this policy, it is the Council's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is in no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended, or repealed by the City Council, with or without a public hearing, as deemed necessary provided such decision does not violate state or federal requirements.

C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The City Clerk is responsible for the coordination of the Affirmative Action Program and registration.

(1) Capital Improvement Projects

(a) Review. The City Clerk and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs availability of capable MBE/WBE in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

(b) Pre-Bid Activity

- i. Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
- ii. Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
- iii. Available plans and specifications will be made available to MBE/WBE associations along with any special instructions on how to pursue bids.
- iv. Majority (prime) contractors on a bid list will be sent a letter outlining the Affirmative Action Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
- v. No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilized, and such a plan is approved by the Council.

- vi. The MBE/WBE participation plan for a specific project and the contractor commitment to carry out the program will become a part of the contract awarded by the City. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

- (a) Contractors must indicate all MBE/WBEs contracted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- (b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is unavailable or cannot perform will request approval from the City Clerk to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
- (c) A contractor's MBE/WBEs plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBEs is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- (d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
- (e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
- (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for the change.

(3) WBE/MBE Contractor's Responsibilities

- (a) MBEs/WBEs must register with the City Clerk in order to participate in the Affirmative Action Program.
- (b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.

(4) Joint Venture Responsibilities

- (a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.
- (b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.
- (c) A joint venture consisting of minority and non-minority business enterprises will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.
- (d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this policy and MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

E. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

F. Payment

- (1) Payment will be expedited by the Council within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- (2) The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Council representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements. The Council may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City "provided that such waiver does not violate state or federal requirements."

H. Bid List. A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

(1) The City may remove firms from the bid list for any of the following reasons:

- (a) Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen-month period; or
- (b) Failure to update the information on file including address, product or service description or business description.

(2) The City may remove firms from the bid list for the following reasons:

- (a) Failure to perform according to contract provisions;
- (b) Conviction in a court of law of any criminal offense in connection with the conduct of business;
- (c) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or awarding of contracts;
- (d) Clear and convincing evidence that the vendor has attempted to give a Council employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity;
- (e) Violation or circumvention of the Minority Business Enterprise Program; or
- (f) Other reasons deemed appropriate by the City Council.

J. Reporting. The City Clerk or designated person will report, at least annually, to the Council on the status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

K. Severability Clause. Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

Section 13 Equal Opportunity Statement

A. Policy Statement. The City of Bonifay is committed to eliminating discrimination based upon race, color, religion, sex or gender, sexual orientation, gender identity or expression, National origin, disability, age, genetics, marital or familial status, amnesty, citizenship, status as a covered veteran or any other status protected by law regarding employment or contracting opportunities offered through the City.

B. Administrative Responsibilities. The City Clerk shall serve as the Equal Opportunity Officer.

Section 14 Reservation of Authority

The authority to issue or revise this policy is reserved to the City Council.

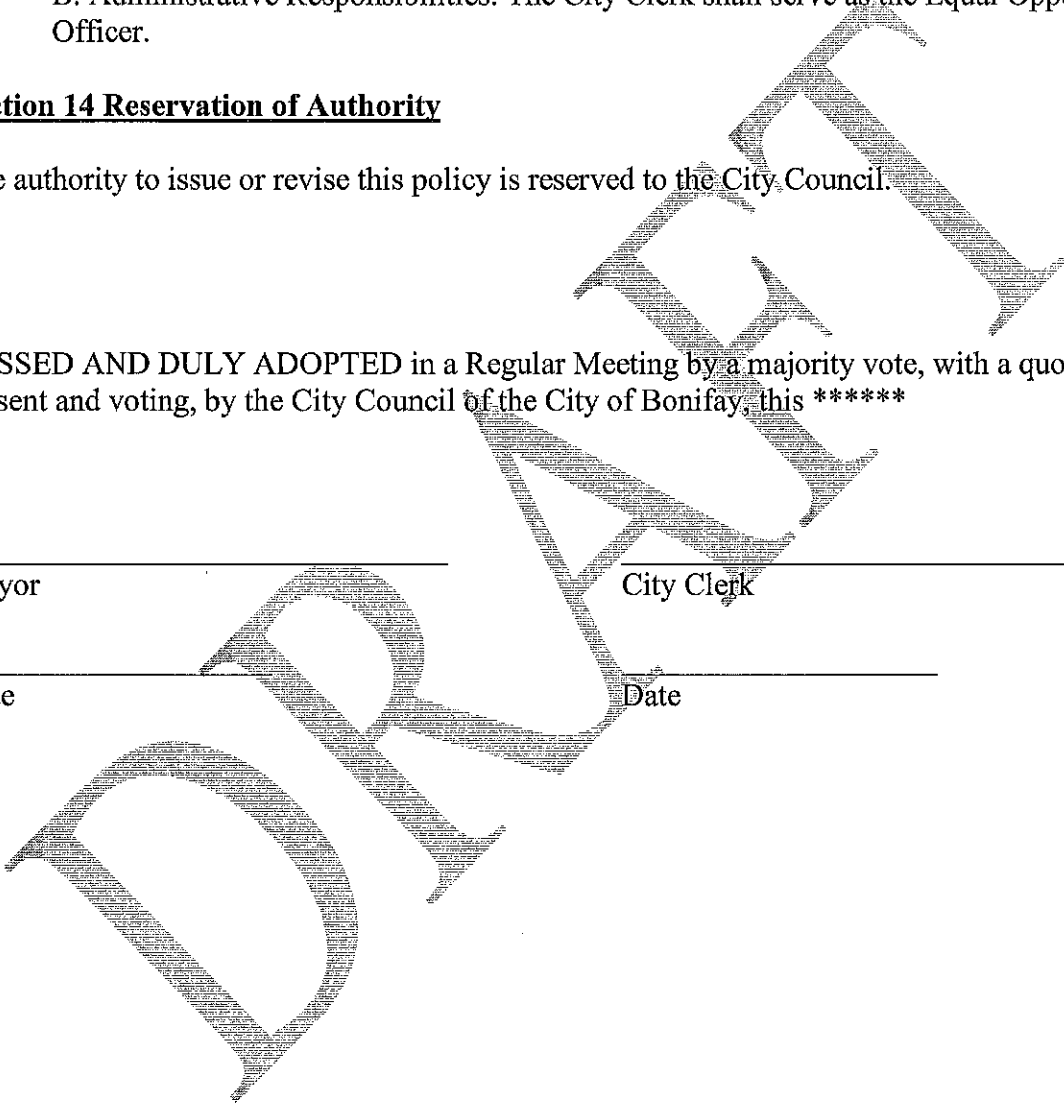
PASSED AND DULY ADOPTED in a Regular Meeting by a majority vote, with a quorum present and voting, by the City Council of the City of Bonifay, this *****

Mayor

City Clerk

Date

Date





City Council Agenda Form

Meeting Date: 08-14-23

Department: Bonifay Police Dept

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consent Agenda	Regular Agenda	Closed Session

Presenter: Chief J. Macon

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO
City Attorney e-mail attached? YES NO

Agenda Item Title: Immediate Personnel Hiring

Attachment(s):

Brief Summary:

I am recommending the hiring of Jared R. Jones as a Bonifay, Auxillary Officer, whom is already certified with the State of Florida. Mr. Jones currently has a full-time position with the Federal Government and part-time Army Reserves. I am requesting to move forward with the hiring Cynthia Eager full-time, who is already certified with the State of Florida, if her background check meets all require, positive standards. Also, the same with two TEAs once indentified. I am recommending that the last Ford, Crown Victoria and the 2011 Chevrolet, Tahoe be added to the auction list, also.

Action Requested of Council:

Recommendation for approval