



**City of Chipley  
City Council Meeting**

January 11, 2024 at 6:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

**AGENDA**

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**A. CALL TO ORDER**

**B. PRAYER AND PLEDGE**

**C. APPROVAL OF AGENDA**

**D. CITIZENS REQUEST**

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial \*9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

**E. APPROVAL OF MINUTES**

1. Regular Council Meeting - December 12, 2023

**F. PRESENTATIONS**

1. Retirement Recognition for Floyd Aycock
2. Presentation of the Chipley Christmas House Decoration Awards
3. Presentation of the Christmas Parade Awards

**G. CONSENT AGENDA**

**H. AGENDA ITEMS**

1. Ordinance No 980 (Public Hearing) – Amendment to Chapter 2 - Administration
2. Resolution No. 24-12 - Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project - Agreement Modification
3. Resolution No. 24-13 – Florida Department of Commerce Community Planning Technical Assistant Grant Agreement

- [4.](#) Resolution No. 24-14 – Fiscal Year 2023-2024 Budget Amendment No. 1
- [5.](#) Award of Bid for Mongoven Building Demolition – Break-N-Ground, LLC
- [6.](#) Employee Classification Document – Change
- [7.](#) Special Event Application – Rogers Insurance Agency, Inc.
- [8.](#) Letter of Resignation - Kristin Martin
- [9.](#) Garden Club of Chipley – Arbor Day Tree Planting
- [10.](#) Division of Historical Resources Grant – Historical Society - Proposal for Engineering Services - Baker Design Build
- [11.](#) Special Event Application – Community Easter Egg Hunt

**I. OTHER BUSINESS**

**J. ADJOURN**

**K. ZOOM**

- [1.](#) ZOOM Information

Any subject on the agenda, regardless of how stated, may be acted upon by the Council. The Council reserves the right to add other items to the agenda. Anyone desiring a verbatim transcript of the meeting must make personal arrangements as the City takes only summary minutes. Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 638-6350, at least 48 prior to the proceedings.

***City of Chipley***  
**Regular Council Meeting**  
**Minutes**  
**December 12, 2023 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Ms. Cheryl McCall, Council Member  
 Mrs. Kristin Martin, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Mrs. Linda Cain, Council Member

**Others Present Were:**

Mr. Dan Miner, City Administrator  
 Mr. Scott Thompson, Police Chief  
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer  
 Mr. Michael Maxwell, CRA Executive Director

Mrs. Patrice Tanner, Asst. City Admin./City Clerk  
 Mr. Guy Lane, Public Works Director  
 Mr. Brock Tate, Recreation Director  
 Mrs. Michelle Jordan, City Attorney

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

**A. CALL TO ORDER**

The meeting was called to order by Mayor Andrews at 5:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Council Member Russell and Mayor Andrews led the Pledge to the American Flag.

**C. APPROVAL OF AGENDA**

Mayor Andrews deleted agenda item #9 – PanCare Introduction – Justin Perse; added #14 – Retirement Letter – Dan Miner and item #G.1 - Presentation – Planning & Zoning -Rebecca Cousson.

**A motion was made by Council Member Russell and seconded by Council Member Martin to approve the agenda with the deletion and additions. The motion passed unanimously.**

**D. CITIZENS REQUEST**

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the meeting. Your participation is welcomed and appreciated.

No citizen requests. No further discussion.

#### E. APPROVAL OF MINUTES

1. Regular Council Workshop – November 9, 2023.
2. Regular Council Workshop – November 14, 2023. (2 - Form 8b – Voting Conflict attached).
3. Special Council Meeting – November 28, 2023.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the minutes as presented. The motion passed unanimously.**

#### F. DEPARTMENT REPORTS

City Attorney – Michelle Jordan. Mrs. Jordan stated she had no additional information from her report. No further discussion.

Community Redevelopment Agency (CRA) – Michael Maxwell. Mr. Maxwell explained Crystal Abel was appointed Vice-Chairperson for CRA, they had approved several Grants, and the Board of Directors participated in the Annual Ethics course. No further discussion.

Fire Department – Mayor Andrews stated they were not present. No further discussion.

Code Enforcement – Tamara Donjuan. Mrs. Donjuan explained we have 13 cases with active liens. Mrs. Cain asked if she had heard anything else on 589 Main Street and Mrs. Donjuan stated that it is still pending. Discussion ensued.

Planning & Zoning – Tamara Donjuan. Mrs. Donjuan explained it has been a busy month with 17 Land Use Compliance Certificates issued. We had 1 Site Plan Review for the Dollar General. Discussion ensued.

Police Department – Scott Thompson. Chief Thompson explained they have been busy. No further discussion.

Public Works – Guy Lane. Mr. Lane stated he didn't have anything to add. Mr. Russell asked about updating the bathrooms at the train depot. Mr. Lane said he would look into that. Discussion ensued.

Recreation – Brock Tate. Mr. Tate explained they wrapped up soccer season. Basketball signups have started. We will have a Travel Ball Tournament on March 16<sup>th</sup> if all goes well then we will start scheduling additional tournaments. Discussion ensued.

Water Utilities – Jimmy Cook. Mr. Miner explained that Mr. Cook was sick and not able to attend the meeting. He added that all was going well at the treatment plant and the sprayfield is wrapping up. They will meet Thursday morning to go over punch list items. Discussion ensued.

Finance – Patrice Tanner. Mrs. Tanner explained we have new agendas and we are utilizing the new program. This also allows us to post the entire agenda and meeting packet online so there is a section online to click on new current agendas and packets which will give you a pdf and html packet. Everything is ADA compliant. All the citizens will be able to review the documents online. Mr. Russell asked if this had been advertised. Mrs. Tanner said we would advertise in various places to let everyone know. Mr. Russell asked if that would be an option on the Ipad to click and scroll online. Mrs. Tanner said yes that is an option. Mrs. Tanner stated at one time it was stated the screens were too small so if council wanted to look into that we could. The Council agreed the Ipads they have are okay. City council included a city hall audio and visual upgrade as a project as part of the ARPA funds. We have a meeting set up this week to talk to one contractor to discuss

and make changes to the original quote and also we are waiting to hear back from another vendor. She stated she is requesting to add a screen for the lobby that can be watched and heard during meetings and to utilize it for informational items that we post on the website and Facebook. These improvements will also include live streaming of our meetings to allow for full transparency. Mrs. Tanner added one other item, the electronic sign for city hall, this was also a project that council included, an electronic led sign project as part of the ARPA funds. I believe the perfect sign at City Hall will make our community feel welcomed and keep them well informed. A professional and updated led sign will also show our citizens and visitors that our community is well organized and ready to meet their needs. We will be working to find the perfect sign for city hall and will bring it back to city council for approval prior to moving forward. There have been a couple of things brought to my attention recently. It's just minimal discussion, it's possible people would like to see a city electronic sign somewhere centralized instead of at city hall, maybe downtown. If council wants one here and downtown that is a possibility, but we need to be able to make changes which takes programming. She added that the sign in front of city hall would be placed so traffic from each direction could see it. Mrs. Tanner stated she placed copies of the utility bill for the council to review the changes for the Christmas contribution. She added it was not included on the bill this last month because the software company had to do programming but if council likes the way it looks she can approve it and it will be on bills that go out at the end of this month. It only added Christmas contribution and at the top it used to say bill plus park plus flag and now it only says bill plus contributions. Mrs. Tanner stated we were going to advertise it and put it on the utility bill. Mr. Russell asked if the id card would also be a scanning type card to access city buildings. Mrs. Tanner said that's what we are hoping to accomplish. It just costs a little more to add to buildings. Discussion ensued.

Administration – Dan Miner. Mr. Miner explained the following project updates: Surplus Property/Mongoven Property – We had a pre-bid meeting on November 30<sup>th</sup> and discovered a few things brought up by demo crews that attended. We recognized those and made some additions to the current plans for demo and extended the demo time out some. Bids will be received this Thursday and hopefully next month a contractor will be approved by council. The completion will be a June timeframe; Annexation Study – we approved Southeastern Surveying last month, they have the legal description completed and the redline is done. The finished product should be done by the end of this week; Solar Field Feasibility Study - solar panels at Public Works is on the agenda tonight with an agreement; Farmer's Market – is also on the agenda tonight to approve engineering; The sprayfield is winding up, we are meeting out there Thursday hopefully we will finish up a few punch list items. Change order 5 complete except repairing of 1 driveway. No further discussion.

## G. PRESENTATIONS

### 1. Planning & Zoning – Rebecca Cousson.

Mayor Andrews explained we wanted to acknowledge Ms. Rebecca Cousson for her years of service and dedication of 10 years work on the Planning & Zoning Commission. She's been faithful to the mission, and she's done a lot of things over the 10 years. We have a plaque made for her on behalf of the City of Chipley honoring her for her dedication. We wanted to present it to her and can take it to her at home since she was unable to attend. No further discussion.

## H. AGENDA ITEMS

1. Ordinance No 979 (Public Hearing) – Amendment to Chapter 4 and Chapter 10 – Entertainment District. Mayor Andrews closed the regular meeting and opened the public hearing at 5:29 p.m. Mr. Miner explained this Ordinance will establish a downtown entertainment district. The first reading of this ordinance was approved at the November meeting. Mr. Miner read Ordinance No. 979 by title:

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

**CHIPLEY, FLORIDA AMENDING CHAPTER 10, ARTICLE III OF THE CODE OF ORDINANCES TO ESTABLISH A DOWNTOWN ENTERTAINMENT DISTRICT, PROVIDING FOR A LEGAL DESCRIPTION OF THE DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR RULES FOR OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE DISTRICT; PROVIDING FOR PERMITTING FOR SPECIAL EVENTS; PROVIDING FOR EMERGENCY SERVICES REQUIREMENTS FOR PERMITTED SPECIAL EVENTS; PROVIDING FOR HOURS OF MUSIC AND ENTERTAINMENT; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, TO PROVIDE CERTAIN EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Russell asked on page 2 of 8 under Approved Container means a clear plastic cup containing the City's approved design. He asked if the city was designing the logo and would it be ready in time for use by the businesses. Mr. Miner stated we will not use the City of Chipley logo, but we will have a logo ready in time. No further discussion.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:36 p.m.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the final reading of Ordinance No. 979. The motion passed unanimously.**

2. Ordinance No. 980 (First Reading) – Amendment to Chapter 2 – Administration. Mrs. Tanner explained this Ordinance will approve an Amendment to Chapter 2 – Administration to include additional staff and separation of duties. This will allow for the City Clerk position and the Finance Director position to be two separate positions, which will allow for long-term success for the City's Administration. We currently have the City Clerk and Finance Director combined and that position handles all of the City Clerk duties, all of the finance duties, is a department head, and handles the grants along side of the City Administrator. What I'm requesting is that we separate those two positions and have a City Clerk position to be combined with our Administrative Assistant position because that position currently assists with minutes of the City Council, Planning & Zoning meetings, and Code Enforcement/Special Magistrate meetings; and then have a Finance Director separate that will handle all of the finance duties. The City of Chipley has a large enough budget and enough going on to keep a Finance Director alone very busy doing only financial management of grants and not the grants themselves. This is where I came up with the Project Manager position to handle the grants, reporting and everything necessary to remain in compliance with grants. Consultants do work with us on many of our grants, but we are still 100% responsible for them and have to follow up with the consultants to make sure they are done in a timely manner and not have any non-compliance issues. In the 21 years I've been here we've never had an audit write up on a grant. It's definitely a full-time position for a Project Manager to handle the grants as well as assisting with overseeing projects. The Finance Director would only have to handle the financial end of the grants, not the reporting compliance and other requirements. Mrs. Tanner stated the Finance Director shall serve as the Chief Financial Officer, purchasing officer and business tax licensing officer. The Finance Director shall draw and sign vouchers upon the depositories and keep a true and correct account of the same. This position monitors the

city budget and administers payroll, accounts payable, accounts receivable, and the grants accounting system. Assists in the preparation of the annual budget. Coordinates and assists auditors with investigation and verification of budget data and records. There are also many daily internal control features that have to be taken care of by the Finance Director. So right now, I as City Clerk and Comptroller for the City of Chipley, handle all of those responsibilities as the City Clerk and Finance Director. What I'm trying to take out is minutes, public records requests and the election. Those 3 things will move to the Administrative Assistant position and allow that position to be a more efficient and busy position. Mr. Russell explained that page 1 starts with a breakdown of what the City Administrator does and then it goes away from City Administrator and it says department heads shall have the authority to appoint, remove, or suspend all employees. Should that read City Administrator or is that talking about all department heads. Mr. Miner stated that is current code. Mr. Russell stated if we are updating the ordinance shouldn't we fix the wording. Mrs. Tanner asked which section we are looking at. Mr. Russell stated at the bottom of page 1, bullet 1. Mrs. Tanner stated it was written a long time ago but she thinks the reason for that is because you are explaining your City Administrator actually appoints those positions and it's explaining he appoints them but they appoint their employees. Mr. Russell asked if that should be under personnel system. Mrs. Tanner stated the department heads have job descriptions that they follow. Mr. Russell stated that (5) says the administrator is responsible for preparing and submitting the annual budget. If you are going to have a finance director shouldn't that person be responsible for creating the budget and the city administrator sign off on that budget? Mrs. Tanner stated the way it's always been done is the finance director/city clerk does the finance preparations on the budget, but it's the administrator's job to bring it to council and makes sure that he agrees with everything. Mr. Russell stated it should say review instead of prepare. Mrs. Tanner stated in some cases the city administrator has probably helped to prepare that in the past. Mrs. Tanner stated the finance director position is legally in charge of making sure the finance office is run accurately, efficiently and for all GASB requirements, accounting requirements. That's what that position is responsible for. Mr. Russell asked where the finance specialist was at in the ordinance. Mrs. Tanner stated that would be just a regular employee on the manning document. Attorney Jordan stated these are things that would be expected of them. Mr. Russell asked why we needed all of these positions. Mayor Andrews stated we are leaving the assistant city administrator out there and we are not filling it. Mrs. Tanner explained it was left in there because that's the way it was done before and if we combine a department head with that position then that information is there and they know what their responsibility is. The position just combines and it's there and you don't have to go back and make the changes. It doesn't mean that you are going to fill the position because it's in the code, but it will be froze on the manning document unless we fill the position. Mrs. Tanner stated as far as needing the positions we did not fill the finance specialist position a few years ago when the employee left. We were ok at that time getting everything done. We ended up utilizing the funds for something else in the budget and the position never got filled again. We went from a lot of grants that take up a lot of time to having additional requirements for those grants to have biweekly meetings. If the same person is dealing with every grant they could be on multiple calls in a weeks time plus monitoring that has to be done. The finance specialist is necessary, we got busier and busier. We have gotten busier and busier in all categories. Our budget used to be six million and now it's \$20-24 million that has to be overseen. The positions are necessary because we cannot expect anybody to work a lot of hours over the 40 hour week. I work a lot and have since the day I started with the city, I have worked a lot of hours to get the job done no matter what it takes. That's why the positions are necessary. I know what we need and

I am hoping the council will at least acknowledge that I'm the one that's been doing that work and maybe have an open ear to what I'm recommending because I know what we need. Kevin stated there is a one-man department putting in twice the hours he should. Mrs. Tanner stated if you are referring to Mr. Tate, he is able to take off other times to compensate for his time and I can't always do that. I'm not complaining, I love my job and would continue doing it forever if I could. They are able to take off other time to make up for having to work late. There are times when I can do that but most of the time I cannot do that because there is that much to do in order to make sure the job gets done. I would not ask for these positions if they were not needed. Mr. Russell asked about page 4 Sec. 2-98 – In each case, the bid which is the lowest and most advantageous to the city will be accepted. This is not construed to mean that the lowest bid will be the most advantageous. He asked if that should lowest and/or because we've had situations where that was not always the smartest choice. Mrs. Tanner stated it states lowest and most advantageous which covers both. The only reason this section is in there is because it's part of the administration section and is what the council voted to change in the purchasing manual a few months ago, so those items needed to be changed to be consistent with that. Mrs. Tanner asked about the change on page 4 the change will be - In each case, the bid which is the lowest and/or most advantageous to the city will be accepted. She asked about the other change on Page 1 – Sec. 2-61 (1) Department heads shall then have the authority to appoint, remove, or suspend all employees in the department heads' respective departments pursuant to adopted personnel policies. Mrs. Tanner asked if there were any other questions. There were none. She stated she would make the changes and send an updated document to the council. No further discussion.

**A motion was made by Council Member Cain and seconded by Council Member McCall to approve the first reading of Ordinance No. 980 with the proposed changes. The motion passed unanimously.**

3. Resolution No. 24-09 – Parades. Mr. Miner explained this resolution will approve the parade list for 2024. The Police Chief and FDOT then approve each parade prior to the scheduled date. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member Martin to approve Resolution No. 24-09. The motion passed unanimously.**

4. Resolution No. 24-10 – Schedule of Recreation Registration Fees. Mr. Miner explained this resolution will approve the increase of fees related to the Recreation Department for sports registrations in order to keep up with rising costs of sports equipment and other related costs for sports. Mr. Tate explained he has called around and done a comparison with other cities and we are low. Mrs. Tanner stated there would be a \$2.95 charge per registration for the software and the increase will cover that and allow for additional revenue to help the Recreation Department. The credit card fee will be charged to the applicant just like we do with utilities. Mr. Miner stated it has been initiated. He further stated that we may need to look at the registration fees each year to see if we are in the same ballpark with other cities and counties. Mayor Andrews stated we had mentioned having a discussion with the county about the amount they provide to us. Mrs. Tanner stated we are getting the numbers together so we can go and talk to them. Discussion ensued.

**A motion was made by Council Member Cain and seconded by Council Member Martin to approve Resolution No. 24-10 with the new registration fees of: Early \$45, Regular \$50 and Late \$60. The motion passed unanimously.**



5. Resolution No. 24-11 – Florida Department of Agriculture and Consumer Services – Energy Efficiency Grant. Mr. Miner explained this resolution will approve the Florida Department of Agriculture and Consumer Services Energy Efficiency Grant in the amount of \$200,000.00. This funding will allow the installation of solar panels at the Public Works Facility located at 671 Rustin Drive, to offset increasing energy costs. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member Martin to approve Resolution No. 24-11. The motion passed unanimously.**

6. Award of RFQ No. 2024-02 – Professional Engineering Services for a Division of Historical Resources Grant – Historical Society. Mr. Miner explained this resolution, if approved, will award the Professional Engineering Services for a Division of Historical Resources Grant for the Historical Society to Baker Design Build subject to negotiation of fair and reasonable compensation. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve Award of RFQ No. 2024-02 for Professional Engineering Services to Baker Design Build. The motion passed unanimously.**

7. Request for Certificate of Appropriateness and Demo Permit – 5<sup>th</sup> Street – City of Chipley. Mr. Miner explained this will approve a certificate of appropriateness and demolition permit for the Mongoven Building on 5<sup>th</sup> Street. The Planning & Zoning Commission met December 5, 2023, and voted unanimously to approve. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Request for Certificate of Appropriateness and Demo permit for 5<sup>th</sup> Street – Mongoven Building. The motion passed unanimously.**

8. Special Event Application – Early Learning Coalition of Northwest Florida (ELCNWF) – Outdoor Children’s Art Festival – Tami Valdez. Tami Valdez explained ArtKiDoo in the Park will be an outdoor festival for families with children ages birth – 12 years. The focus will be on Children and the Arts. This event will be held on Saturday, February 17, 2024, from 11:00 a.m. – 3:00 p.m. at Shiver’s Park. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Special Event Application for the Early Learning Coalition of Northwest Florida (ELCNWF) – Outdoor Children’s Art Festival. The motion passed unanimously.**

9. **PanCare Introduction** – Justin Perse. This item was removed from the agenda.

10. **Disc Golf at Jim Trawick Park** – James Pageau. Mr. Pageau explained he was here to present disc golf at Jim Trawick Park. There is something about the sport that people really love. Bay County has a course and there is one being built in Marianna. He presented the benefits for Chipley and explained what disc golf is. He explained what equipment is needed and the costs involved. Tournaments could be fundraisers for this. Mr. Russell asked about doing this as a FRDAP. Mr. Miner stated we could, I’d really like to see how the layout would work because we have a walking trail in that area, and we need to make sure it’s safe and to not endanger any citizens utilizing the walking trail. He stated he would like to see Mr. Pageau and Mr. Tate work together and develop what the 18-hole course would look like. The Council was in agreement to see what Mr. Pageau and Mr. Tate come up with. Discussion ensued.

11. **Garden Club of Chipley – Arbor Day Tree Planting – Discussion.** Mrs. Gwen Collins

explained what they are proposing won't cost the city anything. In recognition of the 100<sup>th</sup> anniversary of Florida foundation of the Chipley Garden Club, we would like to plant a tree on January 19<sup>th</sup>. We would like to plant a keystone live oak and it is currently approximately 18' tall. We would like to plant it on the green at the Farmer's Market. She added that the Garden Club will pay for the tree, plant it and keep it watered. Mayor Andrews asked if there was an optional site due to the green space being used for events. Mr. Lane stated he will look into this request and other options and bring back to Council in January to review. Discussion ensued.

- 12. Vehicle Mileage Logs – Discussion.** Council Member McCall stated she didn't understand why we have city vehicles that don't have a log system. Mrs. Tanner stated there was another solution, instead of employees having to constantly write down on a note pad we can put GPS on each vehicle. She added that up front it will be costly, but it tracks their mileage and how long they've sat somewhere and if there's ever a question we can go into the computer system and look at it. Mr. Miner stated we could check with the county and see what they did. Mrs. Tanner said we might be able to utilize their bid process for it. Mr. Russell asked if we'd have that by January. Mrs. Tanner stated we will start looking into this and get as much information as we can by then. Discussion ensued.

- 13. Employee Classification Document – Additions/Changes.** Mrs. Tanner stated she did include on the organization chart highlighted in blue, the part-time position for recreation that Council discussed. She did not include that on the manning document, but it can be added if they want to or they can wait until January. Council Member Russell asked if the CRA needed to be on it. Mrs. Tanner stated no because they would work directly for the Chamber and the position is not a city employee. The Council agreed to put the recreation position on the agenda for January. No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Employee Classification Document additions and changes. The motion passed unanimously.**

Mrs. Tanner explained that planning is growing and we are going to have a lot to come up in the near future. Mrs. Tanner stated what she is requesting is that we advertise for a contract planner with a consultant or engineering firm. Get RFQ's for a continuing services agreement for 2-3 years to have that company assist the city in all of our planning & zoning and economic development and at the same time assist the city in preparing policies and procedures so our staff is knowledgeable of the planning & zoning process. Then, in house code and planning would be able to utilize that information moving forward and if we needed to split the positions and hire either a planning position along with Tamara's position, it would be dependent upon if it was a full-time position and we could evaluate the code position also. Right now we need to get the procedures in place so we have the knowledge base here. We do not have it right now to move forward with the larger developments. Mr. Miner stated it's been easy enough to keep up with the smaller stuff, but we have some big stuff that could potentially come down the road. It gets way beyond what this office can handle. Mrs. Tanner stated if we gain that knowledge from a consultant then Tamara would be able to handle these processes, as well as other staff members. Mrs. Cain asked if we could table this until next month and the Mayor stated we will do that. Discussion ensued.

- 14. Retirement Letter – Dan Miner.** Mayor Andrews read the retirement letter from Mr. Miner. Mr. Miner stated 38 years passed by very quickly. He stated he has seen a lot of council members come and go, a lot of employees come and go, and a lot of council members come and go and come back. I really appreciate everything the council has done for me and the support from them. He said he wishes them the best and thinks they are a great team and hopes they strive to do good things for Chipley. He looks forward to what they do down

the road. Discussion ensued.

**A motion was made by Council Member Cain and seconded by Council Member Russell to approve the Retirement Letter for Mr. Dan Miner. The motion passed unanimously.**

## **I. OTHER BUSINESS**

Other Attorney Jordan stated the City may want to have an independent inspection done by a separate firm on the Mongoven Building. The inspection would allow for documentation of the current shape of the adjoining building in case there are any issues later. Mr. Miner stated in the contract specs the demo team is doing that along with the engineers and reporting. They have to come up with a plan. The two teams are pretty sure they are independent walls however there still has to be some things done as they remove and tear down to ensure the integrity of the other building is kept in place. There are some things we won't know until we know. That will all be coordinated through the owners, the demo team and engineers. Attorney Jordan explained this would be a separate company hired to do an independent inspection of the building prior to the demolition. Mr. Miner stated we can get quotes and have that inspection done by another company. Discussion ensued.

Council Member Russell explained that Suzanne Settoon with Metric Consulting said the award of the grant has been pushed back to March or April timeframe. So hopefully we will get good news at that time. No further discussion.

The meeting was adjourned by Mayor Andrews at 7:03 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Patrice A. Tanner,  
Assistant City Administrator/City Clerk

**CITY OF CHIPLEY**  
**STAFF REPORT**

**SUBJECT:** Ordinance No 980 (Public Hearing) – Amendment to Chapter 2 - Administration

<b>MEETING DATE</b>	<b>PREPARED BY</b>
Tuesday, January 9, 2024	Patrice Tanner, City Administrator

**SUMMARY**  
This Ordinance, if approved, will approve an Amendment to Chapter 2 – Administration to include additional staff and separation of duties. This will allow for the City Clerk position and the Finance Director position to be two separate positions, which will allow for long-term success for the City’s Administration.

**RECOMMENDATION**  
City Staff recommend approval of Ordinance No. 980.

**ATTACHMENTS**

1. Ordinance No. 980.

## ORDINANCE NO. 980

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III. OFFICERS AND EMPLOYEES; AND ARTICLE IV. FINANCES OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City Council of the City of Chipley is vested with the authority to adopt this Ordinance; and

**WHEREAS**, the city has grown over the years and in order to continue with exceptional coverage and success in all areas of administration, there is a need to amend the current code to include additional staff to ensure the long-term success of the City's Administration.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, AS FOLLOWS:**

**Section 1.** Chapter 2, Article III. Officers and Employees of the Code of the City of Chipley is hereby amended, as follows (additions are shown by underline and deletions are shown by strikethrough):

#### ***ARTICLE III. OFFICERS AND EMPLOYEES***

##### **Sec. 2-63. Officers enumerated.**

Elected officers of the city are the five members of the city council. A mayor and a mayor pro tem are appointed from among its members by the city council on an annual basis. Appointed officers of the city are the city administrator, assistant city administrator, city clerk, finance director, chief of police, fire chief, public works director, recreation director, water utilities ~~department~~ director, and city attorney. The city council shall appoint the city administrator and city attorney. The city administrator shall nominate all other appointed officials for confirmation by the city council.

##### **Sec. 2-64. City administrator.**

There shall be a city administrator who shall be the chief administrative officer of the city. The administrator shall be appointed by a majority vote of the council and shall be responsible for the administration of all city affairs placed in the administrator's charge by the council. The city council shall have power to remove the city administrator pursuant to the personnel policies of the city at any time by a majority vote of the council, or, in the event of an employment agreement between the parties, removal shall occur pursuant to the terms of said agreement. The city administrator shall have the following responsibilities and duties:

- (1) Nominate for appointment and, when deemed necessary for the good of the service, suspend or remove all city department heads provided for by this article, subject to

the confirmation of the city council. Department heads shall then have the authority to appoint, remove, or suspend all employees in the department heads' respective departments pursuant to adopted personnel policies.

- (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this article or by law.
- (3) Attend all city council meetings and have the right to take part in discussion, but may not vote.
- (4) See that all laws, provisions of this Code, and acts of the city council, subject to enforcement by the city administrator or by officers subject to the city administrator's direction and supervision, are faithfully executed.
- (5) Prepare and submit the annual budget and capital improvements program to the city council.
- (6) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) Make other such reports as the city council may require concerning the operations of all city departments, offices and agencies subject to the administrator's direction and supervision.
- (8) Keep the city council fully advised as to the status of overall personnel, operational, and financial activities of the city, and make such recommendations to the city council concerning the affairs of the city.
- (9) Perform such other duties as directed and required by the city council.

#### **Sec. 2-65. Assistant city administrator.**

The city administrator shall nominate an assistant city administrator for confirmation by the city council. In the absence of the city administrator, the assistant city administrator shall have the same responsibilities and duties as assigned by the city council to the city administrator. This position shall be a dual position with one of the other appointed officers of the city.

#### **Sec. 2-66. City clerk.**

The city administrator shall nominate a city clerk for confirmation by the city council. The clerk shall attend all meetings of the council, planning & zoning commission, code enforcement hearings, and recreation committee meetings, keep a correct record of all council proceedings, and shall record and attest all ordinances and resolutions for publication, shall draw and sign vouchers upon the depositories, and keep a true and correct account of the same. The city clerk shall serve as the city treasurer, purchasing officer, elections officer, custodian of public records, occupational licensing officer, and perform all other duties and functions as directed by the city administrator or by resolution of the city council. ~~The clerk shall provide such bond as the city council may fix for the faithful performance and discharge of duties.~~

#### **Sec. 2-67. Finance director.**

The finance director shall serve as the city chief financial officer, purchasing officer, business tax ~~occupational~~-licensing officer. The finance director shall draw and sign vouchers upon the depositories and keep a true and correct account of the same. The finance director monitors the City budget and administers payroll, accounts payable, accounts receivable, and grants accounting system. Assists in the preparation of the annual budget. Coordinates and assists auditors with investigation and verification of budget data and records.

**Sec. 2-678. City attorney.**

There shall be appointed by the council a city attorney. Compensation shall be as agreed upon between the attorney and the city council. In addition, the city attorney shall receive such additional fees for services rendered as agreed upon by the city council. The attorney shall:

- (1) Serve as the legal advisor for the city and all of its officers in all matters relating to the officers' official powers and duties.
- (2) Prepare and/or review all ordinances, resolutions, contracts, bonds and other written instruments in which the municipality is concerned and endorse on each the attorney's approval of the form, language, and execution thereof.
- (3) When requested by the council, prosecute or defend, for and on behalf of the city, all complaints, suits and controversies in which the city is a party, before any court or other legally constituted tribunal.
- (4) Attend all meetings of the city council.
- (5) Render opinions and/or reports on legal matters affecting the city as the council may direct.

**Sec. 2-689. Personnel system.**

All appointments and promotions of city officials and employees, except those specifically exempted by ordinance, shall be made pursuant to the city's adopted personnel classification system. The council may, from time to time, by ordinance or resolution, change the personnel policies and rules of the city.

**Section 2.** Chapter 2, Article IV. Finances of the Code of the City of Chipley is hereby amended, as follows (additions are shown by underline and deletions are shown by strikethrough):

***Article IV. Finances.***

**Sec. 2-95. Issuance of city checks.**

All checks issued by the city in payment of claims, accounts, and obligations owed by the city shall be approved and signed by the city administrator, or in the city administrator's absence, shall be approved and signed by the assistant city administrator, finance director ~~city clerk~~ or the mayor. The approval of such checks by the city administrator may be indicated by the approval of the payroll journals or cash disbursement journals. Only the checks of the city so approved and executed shall be obligations of the city, provided that in the absence of

written notice by any official of the city to the depository of the city as to any particularly described check of the city to the effect that such check was not so approved and executed, no responsibility shall be charged to such depository with respect to whether or not any of the checks so issued and presented for payment were approved and executed in the manner required by this section.

**Sec. 2-96. Disposition of revenues received.**

All revenue received as proceeds from the sale of revenue certificates, or as rates, fees, rentals, and other revenues, shall be held and applied as provided by the state regulations. The city council may, in the resolution authorizing the issuance of certificates or in the trust indenture, provide for payment of the proceeds of the sale of the certificates and sufficient of the rates, revenues, rentals and other revenues received for the requirements of the sinking fund, to any individuals who or to any bank or trust company which shall act as trustees of such funds, and hold and apply the same to the purposes hereof, subject to such state regulations and as such resolution or trust indenture may provide.

**Sec. 2-97. Contracts, general; validity.**

No contract made by the mayor, city council, or any appointed city official shall be binding on the city unless the same is made in open session of the council at a regular or special meeting.

**Sec. 2-98. When public bids are required.**

No contract shall be made by the city for any material or the furnishing to the city of any work, labor, or services, when the amount to be paid thereof exceeds ~~\$15,000.00~~~~\$10,000.00~~ with city administrator approval or ~~\$35,000.00~~~~\$25,000.00~~ with city council approval, unless notice is first published in at least two weekly issues of a newspaper of general circulation within the city calling for bids for the sale or furnishing to the city of such material, work, labor, or services. In each case, the bid which is the lowest and/or most advantageous to the city will be accepted. This is not construed to mean that the lowest bid will be the most advantageous. All other requests for materials or the furnishing to the city of any work, labor, or services will be made pursuant to the purchasing policies adopted by resolution of the city council.

**Sec. 2-99. Payment of claims; order required.**

The finance director ~~city clerk~~ shall not be authorized to pay on any contract or debt made by the city or for any claim against the city unless an order is made for such payment by the city council in open session. Such order shall appear in the minutes of the meeting.

**Sec. 2-100. Redevelopment trust fund.**

The purpose of this section is to establish and fund a redevelopment trust fund according to the purposes and directives of the state statutes and with the overall redevelopment plan of the city. A trust fund is hereby created, established and funded according to the guidelines and regulations of the state statutes, which references are hereby adopted by the city.



**Section 3. Severability.** It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Conflicts.** This action supersedes all codes and ordinances of the City, or parts of, in conflict with this ordinance, to the extent of the conflict. The provisions of the Code of Ordinances of the City of Chipley shall be amended to include the foregoing, with the Chapter and Section number as indicated above.

**Section 5. Effective Date.** This ordinance shall become effective immediately upon its passage and adoption.

**INTRODUCED** on first reading in the City Council on December 12, 2023.

**PASSED** after second reading by the City Council on January 9, 2024.

CITY OF CHIPLEY, FLORIDA

ATTEST:

By its Mayor, Tracy Andrews

By the City Clerk, Patrice Tanner

APPROVED AS TO FORM:

Michelle Blankenship Jordan  
City Attorney

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-12 - Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project - Agreement Modification

MEETING DATEPREPARED BY

Tuesday, January 9, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution, if approved, will approve an agreement modification to the Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project to extend the expiration date to July 31, 2024.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-12.

ATTACHMENTS

1. Resolution No. 24-12.

2. Division of Emergency Management, Modification to Subgrant Agreement No. H0767.

**RESOLUTION NO. 24-12****A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT, HAZARD MITIGATION GRANT PROGRAM (CFDA NO. 97.039), BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT “DIVISION” AND THE CITY OF CHIPLEY, FLORIDA “SUB-RECIPIENT”.**

**WHEREAS**, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$117,520.00, in Federal Funds; and

**WHEREAS**, the Division and the Sub-Recipient intend to modify the Agreement; and

**WHEREAS**, the Agreement expires on January 31, 2024; and

**WHEREAS**, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:**

1. The modified Agreement shall begin February 7, 2022 and shall end July 31, 2024, unless terminated earlier in accordance with the provisions of the Agreement.
2. The City of Chipley hereby approves the Florida Division of Emergency Management Hazard Mitigation Grant Program Agreement modification.
3. A certified copy of this Resolution be forwarded to the Florida Division of emergency Management, along with the executed Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 9th day of January, 2024.

CITY OF CHIPLEY

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Patrice A. Tanner,  
Assistant City Administrator/City Clerk

Contract Number: H0767

Project Number: 4399-122-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF CHIPLEY**

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This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Chipley ("the Sub-Recipient") to modify Contract Number H0767, dated, February 7, 2022 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$117,520.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on January 31, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

**(8) PERIOD OF AGREEMENT**

This Agreement shall begin February 7, 2022 and shall end July 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT: CITY OF CHIPLEY**

By: \_\_\_\_\_

Name and Title: Tracy L. Andrews, Mayor

Date: 01/09/2024

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

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

**Attachment A**  
**(1st Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to two (2) wastewater lift stations, in Chipley, Washington County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-122-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Chipley, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to two (2) wastewater lift stations, located in Chipley, Florida 32428.

The HMGP project shall provide protection by purchasing and installing two (2) 40kW permanent generators, one at each site, or generators of an adequate size determined by the vendor and/or electrical engineer during the bidding process. These facilities are considered critical for continued access and to prevent sanitary sewer overflows in the event of an outage. The generators are to be powered by natural gas and connected to the city natural gas system. The generators shall be installed with all accessories necessary for their operation.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

<b>ID#</b>	<b>Lift Station</b>	<b>Location</b>	<b>Coordinates</b>
1)	John Teal	1286 Morris Avenue, Chipley, FL 32428	(30.792996, -85.540398)
2)	Vo-Tech	756 West Boulevard, Chipley, FL 32428	(30.774907, -85.551420)

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable:
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation. This is only applicable to the John Teal Lift Station.
  - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Sub-Recipient Management Costs (SRMC)** expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

**Project Management Expenses** (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and



that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to two (2) wastewater lift stations in Chipley, Florida 32428, by purchasing and installing two (2) 40kW permanent generators, one at each site, or generators of an adequate size determined by the vendor and/or electrical engineer during the bidding process. The generators are to be powered by natural gas and connected to the city natural gas system. The generators shall be installed with all accessories necessary for their operation.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected. This is only applicable to the John Teal Lift Station.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
  - a. **EO 11988 Condition:** The generator and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. This is only applicable to the John Teal Lift Station. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4399-122-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on October 12, 2021; this Agreement was executed on February 7, 2022; and the Period of Performance for this project shall end on **July 31, 2024**.

#### **F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	4 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	5 Months
Construction / Installation:	8 Months
Local Inspections / Compliance:	4 Months
State Final Inspection / Compliance:	4 Months
Closeout Compliance:	4 Months
<b>Total Period of Performance:</b>	<b>33 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$65,000.00	\$48,750.00	\$16,250.00
Labor:	\$40,000.00	\$30,000.00	\$10,000.00
Fees:	\$41,900.00	\$31,425.00	\$10,475.00
<b>Initial Agreement Amount:</b>	<b>\$146,900.00</b>	<b>\$110,175.00</b>	<b>\$36,725.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$146,900.00</b>	<b>\$110,175.00</b>	<b>\$36,725.00</b>
<b>****SRMC</b>			
SRMC:	\$7,345.00	\$7,345.00	
<b>SRMC Total:</b>	<b>\$7,345.00</b>	<b>\$7,345.00</b>	

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

\*\*\*\* **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$7,345.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$110,175.00	(75.00%)
Non-Federal Share:	\$36,725.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$146,900.00</b>	<b>(100.00%)</b>
SRMC (100% Federal)	\$7,345.00	

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-13 – Florida Department of Commerce Community Planning  
Technical Assistant Grant Agreement

MEETING DATEPREPARED BY

Tuesday, January 9, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution, if approved, will approve a Community Planning Technical Assistance Grant Agreement with the Florida Department of Commerce to prepare a Downtown Redevelopment Master Plan for the CRA District in the amount of \$50,000.00.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-13.

ATTACHMENTS

1. Resolution No. 24-13.

2. Community Planning Technical Assistance Grant Agreement.

RESOLUTION NO. 24-13

**A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE FLORIDA DEPARTMENT OF COMMERCE, COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (CSFA NO. 40.024), BETWEEN THE FLORIDA DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.**

**WHEREAS**, the Florida Department of Commerce, hereinafter referred to as "Commerce" has approved the Community Planning Technical Assistance Grant Agreement for the City of Chipley, hereinafter referred to as the "Grantee"; and

**WHEREAS**, this funding will allow the City of Chipley to prepare a Downtown Redevelopment Master Plan for the area located in the City of Chipley Community Redevelopment Agency District; and

**WHEREAS**, the Master Plan shall provide a unified direction to achieve the City's economic and livable community goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:**

1. The City of Chipley hereby approves the Florida Department of Commerce, Community Planning Technical Assistance Grant Agreement in the amount of \$50,000.00, with an agreement end date of June 30, 2024.
2. A certified copy of this Resolution be forwarded to the Florida Department of Commerce, along with the executed Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 9th day of January, 2024.

CITY OF CHIPLEY

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Patrice A. Tanner,  
Assistant City Administrator/City Clerk

**COMMUNITY PLANNING TECHNICAL ASSISTANCE  
GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Chipley, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."



**B. FUNDING**

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Fifty-Thousand Dollars and Zero Cents (\$50,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)).

**C. ELECTRONIC FUNDS TRANSFER**

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

**D. RENEGOTIATION OR MODIFICATION**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

## E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

#### G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

- withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
  3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
  4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
  5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay

could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

#### **H. BUSINESS WITH PUBLIC ENTITIES**

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

#### **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)***

#### **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

Florida, Department of Commerce.” If the sponsorship reference is in written material, the words “State of Florida, Department of Commerce” shall appear in the same size letters or type as the name of the organization.

## K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
  - b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
  - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce’s or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

#### **L. RETURN OR RECOUPMENT OF FUNDS**

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

#### M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.



**N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **O. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## **P. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

#### **Q. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

#### **R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)**

#### **S. CONSTRUCTION AND INTERPRETATION**

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

#### **T. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

#### **U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

#### **V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

#### **W. NOTIFICATIONS OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

#### **X. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

#### **Y. ASSIGNMENTS AND SUBCONTRACTS**

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that 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 Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

**Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.**

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

**AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**BB. INDENTIFICATION**

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.



**CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE****Grantee's Agreement Manager:**

Patrice A.Tanner, Assistant City Administrator/City Clerk  
Post Office Box 1007  
Chipley, Florida 32428  
Telephone: 850-638-6350  
Facsimile: 850-638-6353  
[ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com)

**COMMERCE's Agreement Manager:**

Cristin Beshears  
Department of Commerce  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120  
Telephone: (850) 717-8486  
Facsimile: (850) 717-8522  
Email: [Cristin.Beshears@commerce.fl.gov](mailto:Cristin.Beshears@commerce.fl.gov)

**DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**Rest of page left intentionally blank; Attachments to follow after signature page**

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF COMMERCE**

**CITY OF CHIPLEY, FLORIDA**

**By** \_\_\_\_\_  
Signature  
**J. Alex Kelly**  
\_\_\_\_\_  
**Title**                    **Secretary**  
\_\_\_\_\_  
**Date** \_\_\_\_\_

**By** \_\_\_\_\_  
Signature  
**Tracy L. Andrews**  
\_\_\_\_\_  
**Title**                    **Mayor**  
\_\_\_\_\_  
**Date**                    January 9, 2024  
\_\_\_\_\_

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

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

**By:** \_\_\_\_\_  
**Approved Date:** \_\_\_\_\_

## Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY:** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2340, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The City of Chipley ("Grantee" or "City") shall prepare a City of Chipley Downtown Redevelopment Master Plan ("Master Plan") for the area located in the City of Chipley Community Redevelopment Agency District. The Master Plan shall provide a unified direction to achieve the City's economic and livable community goals. Grantee shall prepare a Downtown Existing Conditions Report, conduct public workshops and stakeholder meetings, and present the Master Plan to the City Council.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both Parties.**

### A. Deliverable 1. Downtown Existing Conditions Report; Subcontract or Notice

Grantee shall:

1. Prepare a Downtown Existing Conditions Report. The Downtown Existing Conditions Report shall include the following information for the area located in the City of Chipley Community Redevelopment Agency District:
  - (1) a map of the boundaries of the area to be included in the Master Plan;
  - (2) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures);
  - (3) existing hardscaping, landscaping, lighting, green spaces and signage;
  - (4) existing and programmed infrastructure/utility conditions;
  - (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles and parking;
  - (6) City's Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
  - (7) City's Zoning Map allowable residential density of use and nonresidential intensity of use;
  - (8) general narrative of development potential and development trends;
  - (9) recommendations for rehabilitation of buildings, sidewalks, parking areas, roadways, hardscaping, landscaping, lighting green spaces and signage that will make the area more aesthetically pleasing;
  - (10) recommendations for improvements to infrastructure/utilities to further redevelopment and growth; and

(11) any other information deemed appropriate by the Grantee. The Downtown Existing Conditions Report shall include items 1 through 7 above on a map(s) with a related written narrative description.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

**B. Deliverable 2. Public Workshop; Stakeholder Meetings; List of Recommendations; Subcontract or Notice**

Grantee shall:

1. Conduct at least one (1) advertised community public workshop in the City to: (1) present an overview of the grant project and present the Downtown Existing Conditions Report; (2) seek public input regarding downtown goals, objectives and key issues as well as opportunities and constraints related to encouraging growth and development in the City's downtown area; and (3) seek public input related to improving the aesthetics of the City's downtown area.
  - Grantee shall prepare workshop materials including public notice, agenda, and any Grantee presentation materials.
  - Grantee shall prepare a written narrative summary of the public input received at the public workshop.
2. In addition to the community public workshop (Section 3.B.1 of this Scope of Work), Grantee shall conduct at least two (2) meetings with stakeholders to: (1) review processes necessary to expedite the creation of new business and evaluate barriers which may prevent new development; and (2) identify recommended strategies to retain and expand current business and to encourage new growth in the City's downtown area.
  - Grantee shall prepare a list of stakeholders with contact information, stakeholder meeting agendas, and prepare a written narrative summary of the recommended strategies based on the stakeholder meetings.
  - At least one of the stakeholder meetings shall include a meeting with a representative of the City's Community Redevelopment Agency.
3. Review City ordinances that may hinder the retention of established business or the creation of new business. Prepare a "List of Recommendations" that includes the following:
  - (1) Recommended revisions to City ordinances that hinder the retention of established business or the creation of new business;
  - (2) Recommendations to improve the aesthetics of established businesses and vacant lots of the City's downtown area;
  - (3) Recommendations deemed appropriate by the Grantee based on the recommended strategies identified in the stakeholder meetings (results of Section 3.B.2 of this Scope of Work);

- (4) Recommendations deemed appropriate by the Grantee based on the community public workshop (results of Section 3.B.1 of this Scope of Work); and
- (5) Any other recommendations deemed appropriate by the Grantee.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

**C. Deliverable 3. Downtown Redevelopment Master Plan; Public Workshop; Presentation to City Council; Subcontract or Notice**

Grantee shall:

1. Prepare a **proposed** "City of Chipley Downtown Redevelopment Master Plan" that **includes** the following information for the area located in the City of Chipley Community Redevelopment Agency District:

- (1) Executive Summary;
- (2) a map of the boundaries of the area to be included in the Downtown Redevelopment Master Plan;
- (3) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures;
- (4) existing and programmed infrastructure/utility conditions;
- (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles, and parking;
- (6) City of Chipley Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
- (7) City of Chipley Zoning Map allowable residential density of use and nonresidential intensity of use;
- (8) general narrative of development potential and development trends;
- (9) recommended downtown implementation strategies, including but not limited to strategies for economic development, business retention and growth, aesthetics, lighting, signage, historic preservation, mobility, infrastructure and utilities; and
- (10) recommendations for the City of Chipley to consider revisions to local ordinances, including but not limited to the City of Chipley Comprehensive Plan and land development regulations.

The **proposed** City of Chipley Downtown Redevelopment Master Plan shall be **based on** the following: (1) results of Deliverables 1 and 2 of this Scope of Work; and (2) any other information as deemed appropriate by the Grantee.

2. Conduct at least one advertised community public workshop to present the proposed "City of Chipley Downtown Redevelopment Master Plan" (results of Section 3.C.1 of this Scope of Work) and to solicit public input regarding the proposed City of Chipley Downtown Redevelopment Master Plan. Grantee shall prepare workshop materials including public

notice, agenda, and any Grantee presentation materials. Grantee shall prepare a written narrative summary of the public input received at the workshop(s).

3. Prepare a **final** "City of Chipley Downtown Redevelopment Master Plan" **based on** the proposed City of Chipley Downtown Redevelopment Master Plan (results of Section 3.C.1 of this Scope of Work), input from the public workshop (results of Section 3.C.2 of this Scope of Work) and any other information deemed appropriate by the Grantee. The **final** City of Chipley Downtown Redevelopment Master Plan shall **include** the following information for the area located in the City of Chipley Community Redevelopment Agency District:
  - (1) Executive Summary;
  - (2) a map of the boundaries of the area to be included in the Downtown Redevelopment Master Plan;
  - (3) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures;
  - (4) existing and programmed infrastructure/utility conditions;
  - (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles and parking;
  - (6) City of Chipley Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
  - (7) City of Chipley Zoning Map allowable residential density of use and nonresidential intensity of use;
  - (8) general narrative of development potential and development trends;
  - (9) recommended downtown implementation strategies, including but not limited to strategies for economic development, business retention and growth, aesthetics, lighting, signage, historic preservation, mobility, infrastructure and utilities; and
  - (10) recommendations for the City of Chipley to consider revisions to local ordinances, including but not limited to the City of Chipley Comprehensive Plan and land development regulations.
4. Present the final City of Chipley Downtown Redevelopment Master Plan "Master Plan" to the City Council at an advertised public hearing for the purpose of the City Council to consider and approve, approve with revisions, or deny the Master Plan. Grantee shall prepare a copy of the public hearing public notice and agenda and prepare a written narrative summary of the public input received at the public hearing. If the City Council approves the Master Plan (or approves Master Plan with revisions), Grantee shall prepare the City Council approved final City Master Plan. If the City Council denies approval of the Master Plan, Grantee shall prepare a written narrative summary of the City Council's reasons for denial.
5. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

- 4. COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- 5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>Deliverable 1. Downtown Existing Conditions Report; Subcontract or Notice.</b></p> <p>Grantee shall, in accordance with Section 3.A. of this Scope of Work: (1) prepare a Downtown Existing Conditions Report; and (2) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date: April 1, 2024</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Downtown Existing Conditions Report.</li> <li>2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>	<b>\$20,000.00</b>	As provided in Section 12 of this Scope of Work, below.
<p><b>Deliverable 2. Public Workshop; Stakeholder Meetings; List of Recommendations; Subcontract or Notice.</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of public workshop public notice, agenda, any Grantee presentation</li> </ol>	<b>\$10,000.00</b>	As provided in Section 12 of this Scope of Work, below.

<p>Grantee shall, in accordance with Section 3.B. of this Scope of Work: (1) prepare public workshop public notice, agenda, any Grantee workshop presentation materials, and conduct a public workshop, and prepare a written narrative summary of public input received at the public workshop; (2) prepare stakeholder meeting agendas and list of stakeholders, conduct stakeholder meetings, and prepare summary of recommended strategies identified in stakeholder meetings; (3) prepare a List of Recommendations; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date:</b> <b>April 1, 2024</b></p>	<p>materials, and written narrative summary of public input received at the workshop per Section 3.B.1 of this Scope of Work.</p> <p>2. Stakeholder meeting agendas and list of stakeholders with contact information. Summary of recommended strategies identified in stakeholder meetings per Section 3.B.2 of this Scope of Work.</p> <p>3. List of Recommendations per Section 3.B.3 of this Scope of Work.</p> <p>4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p><b>Deliverable 3. Downtown Redevelopment Master Plan; Public Workshop; Presentation to City</b></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p>	<p><b>\$20,000.00</b></p>	<p>As provided in Section 12 of this Scope of Work, below.</p>



<p><b>Council; Subcontract or Notice.</b></p> <p>Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a proposed Downtown Redevelopment Master Plan; (2) prepare public workshop public notice, agenda, any Grantee workshop presentation materials, and conduct a public workshop, and prepare a written narrative summary of public input received at the public workshop; (3) prepare final Downtown Redevelopment Master Plan; (4) copy of public notice and agenda for City Council public hearing, and written narrative summary of public input received regarding the final Downtown Redevelopment Master Plan at the City Council public hearing; (5) City Council approved final Downtown Redevelopment Master Plan or written narrative summary of reasons for City Council not approving the final Downtown Redevelopment Master Plan; and (6) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date:</b> <b>May 31, 2024</b></p>	<ol style="list-style-type: none"> <li>1. Proposed Downtown Redevelopment Master Plan per Section 3.C.1 of this Scope of Work.</li> <li>2. Copy of public workshop public notice, agenda and any Grantee presentation materials per Section 3.C.2 of this Scope of Work. Written narrative summary of public input received at the public workshop per Section 3.C.2 of this Scope of Work.</li> <li>3. Final Downtown Redevelopment Master Plan per Section 3.C.3 of this Scope of Work.</li> <li>4. Copy of public notice and agenda for the City Council public hearing per Section 3.C.4 of this Scope of Work. Written narrative summary of input received regarding the final Downtown Redevelopment Master Plan at the City of Chipley City Council public hearing per Section 3.C.4 of this Scope of Work.</li> <li>5. City approved final Downtown Redevelopment Master Plan per Section 3.C.4 of this Scope of Work or written narrative summary of reasons for City Council not approving the final Downtown Redevelopment Master Plan per Section 3.C.4 of this Scope of Work.</li> <li>6. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an</li> </ol>		
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	<p>email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<b>Total Amount Not to Exceed \$50,000.00</b>			

- 6. SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement

Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

## 10. INVOICE SUBMITTAL AND PAYMENT.

- A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
  1. Grantee's name and address;
  2. Grantee's federal employer identification number;
  3. the Agreement number;
  4. the Grantee's invoice number;
  5. an invoice date;
  6. the dates of service;
  7. the deliverable number;
  8. a description of the deliverable;
  9. a statement that the deliverable has been completed; and
  10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
  1. **For Work Performed by a Subcontractor:**

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

**2. For Work Performed by Grantee's Employees:**

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

**F.** Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

**G.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- 1.** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- 2.** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.**

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at

[CPTADeliverables@commerce.fl.gov](mailto:CPTADeliverables@commerce.fl.gov) and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

## 12. FINANCIAL CONSEQUENCES.

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
  - 1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
  - 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

- 13. **PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary

drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

**14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S. and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

**15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A.** Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B.** A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C.** If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D.** Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:
- A.** Stop work under this Agreement on the date and to the extent specified in the notice;
  - B.** Complete performance of such part of the work as shall not have been terminated by Commerce;
  - C.** Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
  - D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

**Remainder of Page Intentionally Left Blank**

Agreement #

Section H, Item3.

**Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)****INVOICE****GRANTEE’S NAME:** \_\_\_\_\_**INVOICE NO.:** \_\_\_\_\_**FEIN:** \_\_\_\_\_**INVOICE DATE:** \_\_\_\_\_**Agreement No.:** \_\_\_\_\_**TO:**

Florida Department of Commerce  
 Division of Community Development  
 Attn.: Cristin Beshears  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**

[Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]   <u>Category expenditures:</u>  Contractual Services	          \$__
<b>TOTAL</b>	<b>\$__</b>



# INVOICE

**INVOICE DATE:** \_\_\_\_\_

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

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Agreement #

Section H, Item3.

**Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)****INVOICE****GRANTEE’S NAME:** \_\_\_\_\_**INVOICE NO.:** \_\_\_\_\_**FEIN:** \_\_\_\_\_**INVOICE DATE:** \_\_\_\_\_**Agreement No.:** \_\_\_\_\_**TO:**

Florida Department of Commerce  
 Division of Community Development  
 Attn.: Cristin Beshears  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**

[Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]  <u>Category expenditures:</u>  Contractual Services \$ __ Salaries \$ __ Fringe Benefits \$ __ Travel \$ __ Postage \$ __ [other direct costs: identify them] \$ __	
<b>TOTAL</b>	<b>\$ __</b>

## Attachment 1-D – Grant Agreement Final Closeout Form

**Ron DeSantis**  
GOVERNOR

**GRANT  
AGREEMENT FINAL  
CLOSEOUT FORM**

**J. Alex Kelly**  
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

## Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Commerce. If positive, this amount is to be remitted to the Recipient.	_____

## Section B: Statement of Recipient Income

<ul style="list-style-type: none"> <li>There was no recipient income earned under this contract.</li> <li>The following recipient income was earned under this contract.</li> </ul>			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

## Section C: Property Inventory Certification

<ul style="list-style-type: none"> <li>No tangible property was purchased in the contract period.</li> <li>All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.</li> </ul>					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

## Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

## Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

**Agreement #**

*Section H, Item3.*

**Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form**

**Attachment 1-E will be provided after execution of this Agreement**

## Attachment 2

### AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, 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 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 than federal entities).

**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 s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If 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 s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### PART III: OTHER AUDIT REQUIREMENTS.

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), 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.)*

N/A:

### PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):

[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):

Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

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

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

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

Electronic copies (preferred):

[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):

Florida Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

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

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

**Remainder of Page Intentionally Left Blank**

**EXHIBIT 1 to Attachment 2****FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$50,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**Remainder of Page Intentionally Left Blank**



### ATTACHMENT 3 Audit Compliance Certification

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)?  
 \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-14 – Fiscal Year 2023-2024 Budget Amendment No. 1

MEETING DATE	PREPARED BY
Tuesday, January 9, 2024	Patrice Tanner, City Administrator

SUMMARY

This resolution, if approved, will increase the Fiscal Year 2023-2024 Budget by \$360,349.00

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-14.

ATTACHMENTS

1. Resolution No. 24-14.

RESOLUTION NO. 24-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CHIPLEY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR  
FISCAL YEAR 2023-2024.

WHEREAS, the City of Chipley, Florida, has adopted a budget for the fiscal year 2023-2024;  
and

WHEREAS, it is necessary to make amendments to the 2023-2024 budget for approved  
revenues and expenditures as shown below and documented on Attachment A:

	Original/ Revised Budget	Amendments	Revised Budget
TOTAL BUDGETED REVENUES AND OTHER FINANCING SOURCES	\$19,062,066		
General Fund		\$ 360,349	
Sanitation		0	
Water		0	
Gas		0	
Sewer		0	
		\$ 360,349	\$19,422,415
TOTAL BUDGETED OPERATING EXPENDITURES/ EXPENSES AND OTHER FINANCING USES	\$19,062,066		
Executive		\$ 0	
Administration		96,995	
Police		507	
Fire		62,847	
Cemetery		0	
Street		200,000	
Recreation		0	
AmTrak/Farmers Market		0	
Sanitation		0	
Water		0	
Gas		0	
Sewer		0	
		\$ 360,349	\$19,422,415

WHEREAS, Section 166.241 (3), Florida Statutes requires that appropriations for said fiscal  
year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, a final budget was approved by the Chipley City Council at a public hearing held  
on September 29, 2023; and

**WHEREAS**, the City of Chipley must budget all revenues received and not budgeted, and all expenditures incurred and approved but not budgeted.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY AS FOLLOWS:**

1. The amendments as shown in this resolution are adopted, and hereby appropriated for the fiscal year 2023-2024.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 9th day of January, 2024.

CITY OF CHIPLEY

\_\_\_\_\_  
Tracy L. Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Patrice A. Tanner  
Assistant City Administrator/City Clerk

Fiscal Year 2023/2024								
Budget Amendment #1a								
G/L Number	Revenue	Administration	Police	Fire	Street	Recreation	Water	Sev
001-389-00000	46,995.00							
001-513-64000		46,995.00						
Other Financing Sources - Capital City Bank Loan - Administration Department - General Fund								
001-331-20080	200,000.00							
001-541-64500					200,000.00			
Florida Department of Agriculture and Consumer Services - Solar Power Grant - Public Works Building - General Fund								
001-369-00000	10,247.00							
001-522-64000				10,247.00				
Firehouse Subs Grant - Bunker Gear Extractor Equipment - Fire Department - General Fund								
001-334-60000	50,000.00							
001-513-64600		50,000.00						
Florida Department of Commerce - Community Planning Technical Assistance Grant - Downtown Master Plan - Administration Dept.								
001-369-30000	500.00							
001-381-10000	4,864.00							
001-522-52300				5,364.00				
Donation and Transfer from Volunteer Fire Funds Reserve - Fire Department - General Fund								
001-369-43000	507.00							
001-521-13000			470.00					
001-521-21000			37.00					
Housing Authority Overtime Reimbursement - Police Department - General Fund								
001-334-70000	47,236.00							
001-522-64500				47,236.00				
Florida Department of Financial Services - Volunteer Fire Assistance Grant - Fire Department - General Fund								

Section H, Item4.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT:      Award of Bid for Mongoven Building Demolition – Break-N-Ground, LLC

MEETING DATE	PREPARED BY
Tuesday, January 9, 2024	Patrice Tanner, City Administrator

SUMMARY

This will award the Mongoven Building Demolition Bid to Break-N-Ground, LLC in the amount of \$273,500.00. There were four bids submitted and Break-N-Ground was the lowest responsive bid.

RECOMMENDATION

City Staff recommend approval of Award of Bid for Mongoven Building Demolition to Break-N-Ground, LLC in the amount of \$273,500.00.

ATTACHMENTS

1. Engineer Contract Award Recommendation.

December 29, 2023

Tracy Andrews, Mayor  
City of Chipley  
1442 Jackson Avenue  
Chipley, FL 32428

RE: Mongoven Building Selective Demolition Bid Results  
(DHM# CHI22HR, FC CDBG-DR #M0041)

Mayor Andrews and Council,

The City of Chipley published bid notices for the referenced project on November 15, 2023, in the Washington County News and Panama City News Herald. This initiative, funded through Florida Commerce (FC), Community Development Block Grant Disaster Recovery (CDBG-DR) Home-Town Revitalization program, garnered four bids. To ensure inclusive participation, the advertisement was also emailed to a wide array of minority contractors. A non-mandatory pre-bid meeting took place on November 30, 2023, with four prospective bidders and City Staff in attendance.

On December 21, 2023, at 2:00 PM, bids were opened at Chipley City Hall, with four companies responding. The bids, summarized in the table below, highlight *Break-N-Ground LLC* as the lowest responsive bidder, offering \$273,500.00, below the budgeted \$300,000.00. I spoke with Nick Williams, owner of *Break-N-Ground LLC*, on December 29, 2023 and he confirmed that the company is satisfied with the bid provided.

Table 1: Summary of Bids

<b>Bidder</b>	<b>Total Base Bid</b>
Break-N-Ground LLC	\$273,500.00
JNB Contracting LLC	\$445,000.00
Great Southern Demolition	\$464,000.00
PAW Materials	\$925,973.00

After reviewing the bids, it appears that *Break-N-Ground LLC* is the lowest responsive bidder with a total bid amount of \$273,500.00, which is less than the budgeted amount of \$300,000.00. The following table provides a summary the project's acquisition, demolition, and construction budgets.

Table 2: Summary of Project Acquisition/Demolition/Construction Budget

<b>Task/Item</b>	<b>Amount</b>
Total Acquisition, Demolition, Construction Budget	\$710,200.00
Acquisition Costs Expended	\$68,924.98
Demolition Low Bid	\$273,500.00
<b>Remaining Site Construction Funds</b>	<b>\$367,775.02</b>

4428 Lafayette St.  
Marianna  
Florida 32446

2541-1 Barrington Circle  
Tallahassee  
Florida 32308

Phone  
(850) 482-3045  
Fax  
(850) 482-3957

[melvineng.com](http://melvineng.com)

It is recommended that the City of Chipley proceed with issuance of the Notice of Award for the Mongoven Building Demolition project to the lowest responsive bidder, *Break-N-Ground LLC.*, in the amount of \$273,500.00, contingent upon Florida Commerce approval of the award.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,



Brent E. Melvin, P.E.  
Project Manager



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Employee Classification Document – Change.

MEETING DATE	PREPARED BY
Tuesday, January 9, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve a change in the employee classification document to include changing a full-time Park Attendant to a part-time position.

RECOMMENDATION

City Staff recommend approval of Employee Classification Document – Change.

ATTACHMENTS

1. Employee Classification Document Memo.



# City of Chipley

1442 Jackson Avenue  
Post Office Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6318

To: Mayor and Council Members

From: Patrice A. Tanner, Assistant City Administrator/City Clerk

Date: December 29, 2023

Re: Employee Classification Document – Change

---

The following position, upon approval, will be changed on the Employee Classification Document:

<b>Title</b>	<b>Position ID</b>	<b>Pay Grade Authorized</b>	<b>Employee Status</b>	<b>FLSA Status</b>
Park Attendant	604	C	PTR	NE

This Park Attendant position will change from a full-time position to a part-time position.

Please let me know if you have any questions.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Rogers Insurance Agency, Inc.

MEETING DATE	PREPARED BY
Tuesday, January 9, 2024	Patrice Tanner, City Administrator

SUMMARY

Rogers Insurance Agency, Inc. would like to hold a 50<sup>th</sup> Anniversary Jubilee at the Farmer’s Market and Gazebo on Friday, April 19, 2024 from 5:00 p.m. to 7:00 p.m.

RECOMMENDATION

City Staff recommend approval of Special Event Application for Rogers Insurance Agency, Inc. 50<sup>th</sup> Anniversary Jubilee.

ATTACHMENTS

1. Special Event Application.
2. Special Event Certificate of Insurance.



# City of Chipley

CITY HALL  
1442 Jackson Avenue  
P.O. Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6353



## Special Event Application

Name/Organization: Rogers Clns. Agency, Inc.  
Address: 1396 Jackson Ave  
Contact person: Ricky, Donna or Phone: 850-638-1815 Fax: 850-638-7253  
E-mail: donna@rigchipley.com  
Type of Event: 50<sup>th</sup> Anniversary Jubilee  
Purpose of Event: Celebrate 50 years in the Business

Location of Event: Farmers Market Gazebo Indoors/Outdoors

Date(s) & Time(s) of Event: April 19<sup>th</sup> 5-7 pm

Amount of Liability Insurance: 1,000,000 CSL (attach copy of policy)

Concert Yes/No No If yes, What type of music? One Man Band for entertainment

Will food and nonalcoholic beverages be sold? Not Sold Provided

Will fireworks be displayed? Yes/No No If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.

Will amusement rides be available? no

Number of participants anticipated per day: planning for 500  
Are security and/or medical services provided?

Applicant Signature: [Signature] Date: 1-3-24

Approved { } Denied { }

Mayor's Signature:  Date:



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rogers Insurance Agency 1396 JACKSON AVENUE P.O. BOX 430 CHIPLEY FL 32428		<b>CONTACT NAME:</b> Richard Miller <b>PHONE (A/C, No, Ext):</b> (850) 638-1805 <b>FAX (A/C, No):</b> (850) 638-7255 <b>E-MAIL ADDRESS:</b> ricky@riachipley.com	
<b>INSURED</b> ROGERS INSURANCE AGENCY INC PO BOX 430 CHIPLEY FL 32428-0430		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Main Street America Protection Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 13026

**COVERAGES** **CERTIFICATE NUMBER:** CL241303460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPG63640	06/24/2023	06/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 LEGRV \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Chipley 1442 Jackson Avenue P O Box 1007 Chipley FL 32428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a \_\_\_\_\_ upon street(s) as provided for in it's letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, it's successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

IN WITNESS WHEREOF, the undersigned has executed this release, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

FIRM OR ORGANIZATION:

Rogers Insurance Agency, Inc.

[Signature]  
Signature

Richard C. Miller - President  
Print Name

Jodi L Petts  
Witness

Jackie Champion  
Witness

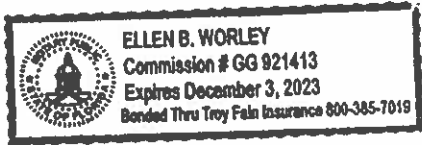
Jodi L. Petts  
Print Name

Jackie Champion  
Print Name

STATE OF FLORIDA  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Richard C. Miller, who is personally known to me or who produced \_\_\_\_\_ as identification, and who executed the foregoing instrument and acknowledge before me that he/she executed the same freely and voluntarily and for purposes expressed therein.

Witness my hand and seal in the County and State last aforesaid this 3rd day of January, 20 24.



Ellen B. Worley  
Notary Public

December 29, 2023

Dear Mayor and fellow council members,

I am writing this letter to inform each of you of my resignation as council member of Ward 4, effective December 30, 2023. This letter, nor this decision, came easy and has not been taken lightly.

In a very short amount of time, I had the pleasure to serve and meet many great citizens of our community and have received a wealth of knowledge regarding the workings of our beautiful town. It has been an honor to serve alongside each of you. Unfortunately, at this time, it is in the best interest of my family and myself to step down as we begin a new year.

Moving forward, I wish you all the best as you continue to work diligently in caring for our wonderful community, confident you will meet all the goals you have set in place. I will be praying for each of you daily. Serving in a small town is by far NO small job.

As we work towards our personal and business goals for 2024, I am certain that our paths will cross and I look forward to having the ability to continue to serve my community in other capacities.

With my deepest sincerities,



Kristin Martin

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Garden Club of Chipley – Arbor Day Tree Planting

MEETING DATE	PREPARED BY
Tuesday, January 9, 2024	Guy Lane, Public Works Director

SUMMARY

This will approve the site for the Garden Club of Chipley to plant a tree for Arbor Day to recognize the 100<sup>th</sup> anniversary of the Florida Foundation of the Chipley Garden Club.

RECOMMENDATION

City Staff recommend approval of the location for the tree at the Farmer’s Market.

ATTACHMENTS

- 1. Tree location map.





# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Division of Historical Resources Grant – Historical Society - Proposal for Engineering Services - Baker Design Build

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This proposal is for restoration and repair as well as developing a plan to expand the internal square footage of the structure.

### **RECOMMENDATION**

City Staff recommend approval of Baker Design Build Proposal for Engineering Services in the amount of \$50,000.00.

### **ATTACHMENTS**

1. Proposal for Engineering Services.



## PROPOSAL FOR ENGINEERING SERVICES

DATE: January 4, 2024

TO: Heather Lopez  
City of Chipley  
director@visitcfla.com  
(850) 638-6013

PROJECT: The Washington County Historical Society Museum  
Chipley, FL BDB Proposal No: 24-0004

### PROJECT INFORMATION

Based on a review of RFQ No. 2024-02, and other information provided by you, we understand that the Washington County Historical Society Museum located at 685 7<sup>th</sup> Street, Chipley, Florida is a historic structure listed on the National Register for Historic Places. We also understand that an assessment is required to determine any additional structural damage from Hurricanes Michael and Sally with a plan for restoration and repair, as well as develop a plan to expand the internal square footage of the structure for additional display and storage space to address future needs of the museum. We propose to follow the general guidelines of the NPS standards but will use our report template and format for reporting.

### SCOPE OF SERVICES

Based on a review of the above project information, Baker Consulting & Engineering LLC, dba, Baker Design Build, would be pleased to perform the following requested services for the above-referenced project using a relaxed version of *The Secretary of Interior's Standards and Guidelines for Architectural and Engineering Documentation*. Preservation Brief 43 will not be used for this project. In order to meet the budget for the grant we anticipate on provide the following services:

1. Look for unrecognized structural damage such as foundation cracking, leaking within walls, settling, etc.
2. Examine the roofing to determine condition and availability to withstand future storms
3. Inspect to ensure that repairs made since the hurricanes have sealed all leaks by which water can enter the attic, walls, and foundation of the structure
4. Record photography
5. Discussion with the City of Chipley staff and Council about current and future uses for the structure
6. Develop specific work recommendations. These recommendations will include selection and rationale for the most appropriate approach to treatment (preservation, rehabilitation, restoration, or reconstruction)



7. Prepare an existing conditions survey (including exterior and interior architectural elements and structural systems). If we observe any mechanical system that is unique and important to the function and history of the courthouse, it will be noted in the assessment; data from the system (i.e., model number, serial number, etc.) will be documented.

Baker Design Build can complete the project once the following information is provided to us:

- Signed acceptance of this proposal

#### EXCLUSIONS

- Any service not included in the above SCOPE OF SERVICES is excluded. Additionally, the following are specifically excluded:
- Construction Cost Estimating & Specifications (other than those included within the drawings).
- Any site visits during construction.
- Survey & Geotechnical Investigation

#### FEE

Baker Design Build can provide the above services for a **Lump Sum fee of \$50,000.00**. The price breakdown per discipline is as follows:

- Architectural Services - \$12,300
- Mechanical, Electrical and Fire Protection (MEP) - \$12,000.00
- Building Envelope, and Roofing Services - \$12,000.00
- Structural Services - \$13,700.00

Prices are valid for a period of 30 days. Should this proposal meet with your approval, please sign below, and return by fax or email at your convenience. *Design services resulting from significant changes in architectural scope after commencement of the structural design will also be charged at our additional rates listed below. BDB will notify the Client of their opinion that the changes in scope have occurred prior to continuing the work. BDB shall not be obligated to provide additional services unless it agrees to do so in writing.*

#### ADDITIONAL SERVICES

The services included in this proposal, as well as any Additional Services that are requested by the owner but are not included in this proposal will be billed based on the hourly billing rate schedule shown below.

Project Director/Principal	\$275.00
Operations Manager	\$230.00
Senior Engineer	\$200.00
Engineer/Senior Designer	\$175.00
Lead Engineer	\$160.00
Jr. Engineer/Designer	\$135.00





BIM/CAD Operator	\$120.00
Administrative	\$90.00

#### **PROJECT DURATION**

The project deliverables shall be submitted to the City of Chipley by June 30, 2024.

#### **BILLINGS/PAYMENTS**

Invoices for the services of Baker Design Build shall be due upon receipt. Invoices that are more than 30 days past due may be subject to late fees. Reimbursable expenses are in addition to lump sum fees and shall be billed at cost plus 1.5%. Reimbursable expenses would only include cost related to the performance of the specified scope such as permit fees and printing costs or delivery costs. Prices are valid for a period of 30 days. All services during construction (construction administration), including site visits, repairs, and consulting, that is not within the scope of this proposal will be charged at an hourly rate based on the billing rates provided in this proposal.

#### **ACCESS TO THE SITE**

Unless otherwise stated, Baker Design Build will have access to the site for activities necessary for the performance of the services. Baker Design Build will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

#### **CERTIFICATIONS**

**Guarantees and Warranties:** Baker Design Build shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Baker Design Build cannot ascertain.

#### **OWNERSHIP OF DOCUMENTS**

All documents produced by Baker Design Build under this agreement shall remain the property of Baker Design Build and may not be used by the Client for any other endeavor without the written consent of Baker Design Build. Acceptance of this proposal will be in accordance with the provided Terms and Conditions for Professional Services included with this proposal. If you have any questions regarding this proposal, please contact me at 904-559-2644. If this proposal is acceptable, please sign the form below. If there are any questions or areas of the proposal that need clarification or adjustment, please let Baker Design Build know at your earliest convenience.

#### **NO DISCRIMINATION CLAUSE**

The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.



## BILLING INFORMATION

Billing Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Proposal Accepted  
The Washington County Historical Society Museum  
Chipley, FL BDB Proposal No: 24-0004

\_\_\_\_\_ Date

## STANDARD TERMS AND CONDITIONS

1. **APPLICATION OF STANDARD TERMS AND CONDITIONS.** Baker Consulting & Engineering LLC dba Baker Design Build ("Engineer") and the party stated at the top of the Baker Design Build Proposal ("Client"), in consideration of the obligations expressed in the Baker Design Build Proposal (the "Agreement") for the project or jobsite described on the Agreement (the "Project"), do covenant, promise and agree to be bound by the terms and conditions in the Agreement and this Standard Terms and Conditions (collectively the "Contract"). Should Engineer commence any work described in the Agreement without Client first having signed the Agreement and Client having received a copy of this Standard Terms and Conditions, then Engineer and Client (the "Parties"), until the full execution thereof, shall be deemed to have entered into an oral agreement fully binding upon the Parties and containing the identical provisions as are contained in the Contract.
2. **SCOPE OF ENGINEER'S SERVICES.** Engineer is obligated towards Client to perform only those included services described in the Agreement as further defined and conditioned in the provisions herein (the "Work"). This Contract does not include any additional services that may be required for the Project but are not listed as included on the Agreement.
3. **CONSTRUCTION DOCUMENTS.** Unless stated otherwise in the Agreement, based on Client's approval of planning and investigation documents if applicable, Engineer shall prepare for Client's approval construction documents consisting of drawings and specification setting forth in detail the requirements for the items defined in the Work ("Construction Documents"). Engineer, within a reasonable time after approval and request, shall submit to Client up to ten (10) sets of Construction Documents. Additional sets shall be provided at additional cost to Client.
4. **EVALUATIONS OF THE WORK.** Unless stated otherwise in the Agreement, Engineer, upon written request by Client, shall visit the jobsite to become generally familiar with the progress and quality of the work completed by others, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with plans and specifications produced by Engineer. Unless specifically included in the Work, Engineer shall be entitled to additional compensation for services rendered in evaluating the work of others. Engineer shall not be required, notwithstanding statements to the contrary in the Contract, to make exhaustive or continuous observations to check the quality or quantity of work performed by others. Engineer shall have no other obligations concerning evaluation of work being performed by others.
5. **CERTIFICATES FOR PAYMENT TO CONTRACTOR(S).** Only if specifically included in the Work, Engineer shall review and certify the amounts due the contractor. Engineer's certification for payment shall constitute a representation to the Client, based on Engineer's evaluation of the contractor's work, that to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated on the contractor's application for payment and that the quality of the work is in accordance with the information given and the design concept expressed in Engineer's Construction Documents. Engineer's certification for payment shall not be a representation that Engineer has (i) made exhaustive or continuous inspections to check the quality or quantity of the work, (ii) reviewed construction means, methods, techniques, sequences, or procedures, (iii) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (iv) ascertained how or for what purpose the contractor has used money previously paid on account of the contractor's contract sum.



6. **SUBMITTALS.** Only if specifically included in the Work, Engineer shall review and approve or take other appropriate action upon submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in Engineer's Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Review and approval shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures.
7. **REQUESTS FOR INFORMATION.** Only if specifically included in the Work, Engineer shall review and respond to written requests for information about Engineer's Construction Documents. Response shall be made with reasonable promptness.
8. **PROJECT COMPLETION.** Only if specifically included in the Work, Engineer shall conduct inspections, upon written request by Client, to determine the date of substantial completion and the date of final completion; and receive from the contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the plans and specifications produced by Engineer, in the form assembled by the contractor.
9. **CHANGES BY ENGINEER.** Engineer may, but is not required to, authorize changes in the work being performed by others that are consistent with the information given and the design concept expressed in Engineer's Construction Documents.
10. **AGENTS AND AUTHORIZATION.** Engineer shall be entitled to assume that orders given, and documents or receipts executed by representatives, employees, or agents of Client shall have been validly authorized by Client, and that Client shall be responsible for these orders, unless Engineer is otherwise notified in advance by writing.
11. **SUB-CONSULTANTS.** Engineer may employ such consultants or sub-consultants ("Consultants") as Engineer deems necessary to assist in the performance of the Contract. Client shall provide Engineer and its Consultants with access to the work site at all times relevant to performance under this Contract.
12. **RELIANCE ON CLIENT SUPPLIED INFORMATION.** Client shall be responsible for, and Engineer and its Consultants may use and rely upon in all respects, any requirements, programs, instructions, approvals, reports, data, and other information furnished by Client. Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Engineer may request additional information from Client that is necessary for Engineer's performance; Client shall furnish requested information in a timely fashion, but in any event not later than 15 days after receipt of written request. Client shall promptly communicate to Engineer about matters relevant to Engineer's performance.
13. **LAND RESTRICTIONS.** Client, prior to Engineer commencing performance, must provide sufficient information to Engineer regarding any and all encumbrances, easements, covenants, growth management regulations, or other land use controls or restrictions (collectively "Land Restrictions"). If Client fails to provide such information prior to Engineer commencing performance, as required in this provision, Client, and not Engineer, shall be responsible for all costs arising from any issue related to Land Restrictions, including but not limited to additional engineering services, revisions to completed engineering services, changes or additional costs of demolition of construction, fines, losses, and damages.
14. **COMPLIANCE.** Engineer and Client shall comply with applicable laws, regulations, and Client-mandated standards that Client has provided to Engineer in writing, that are in effect as of the date stated on the Agreement. Changes to these requirements after such date may be the basis for modification of the Contract.
15. **PERMITTING AND APPROVALS.** Unless specifically included in the Work, Client shall be responsible for filing documents required for, and achieving the, approval of governmental authorities having jurisdiction over the work. Client shall furnish tests, inspections, and reports required by law.
16. **COORDINATION OF CLIENT'S OTHER CONSULTANTS.** Client shall coordinate the services of its own consultants with those services provided by Engineer. Upon Engineer's request, Client shall furnish copies of the scope of services in the contracts between Client and its other consultants. Client shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.
17. **TIME FOR COMPLETION.** Unless the Agreement states a specific limited time or date for completion, Engineer shall complete its obligations within a reasonable time, as determined in the sole discretion of Engineer, and any delivery or performance date stated by Engineer is an estimate only and is not a guarantee.
18. **DELAYS IN COMPLETION.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services. If, through no fault of Engineer, a stated period of time or date for completion are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If Engineer fails, through its own fault, to complete its performance required by the Contract within the time set forth, as duly adjusted, then Client shall be entitled to the recovery of direct, but only direct, damages proximately caused by such failure.
19. **CHANGES IN THE SCOPE.** Notwithstanding the merger and integration provision hereinbelow, if Client authorizes or directs, orally or in writing, changes in the scope, extent, or character of the work, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted equitably.
20. **LEGISLATIVE ACTION.** If any governmental entity imposes any taxes, fees, or charges on Engineer's services or compensation under the Contract or imposes requirements that cause Engineer to perform additional work or incur costs, then Engineer may invoice Client, in addition to the compensation to which Engineer is entitled under the Contract, for such taxes, fees, charges, work, or costs.
21. **COPYRIGHTS AND LICENSES.** Engineer shall be deemed the author and Client of all data collected by Engineer and all documents, plans, notes, drawings, tracings, specifications, reports and files collected or prepared by Engineer in connection with the Contract (collectively, "Engineer's Instruments of Service"). Engineer's Instruments of Service shall remain the property of Engineer and Engineer shall retain all common law, statutory and other reserved rights, including copyrights thereto. Upon entering this contract, Engineer grants to Client a nonexclusive license to use Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the project, provided that Client substantially performs its obligations, including but not limited to prompt payment when due. This nonexclusive license automatically terminates upon termination of the Contract by either party, or upon Client's default as determined in the sole discretion of Engineer. Client warrants that in transmitting any information to Engineer, Client is the copyright Client of such information or has permission from the copyright Client to transmit such information for its use in the performance of the Contract.
22. **INVOICING AND PAYMENT TERMS.** Unless stated otherwise in the Agreement, invoices may be submitted anytime and are NET DUE UPON RECEIPT, but Engineer has discretion to allow a grace period up to thirty (30) days. Such grace period, if allowed, will be stated on the invoice. Any disputed invoice, in whole or in part, must be brought to the attention of Engineer in writing within five (5) days of the receipt of the invoice, or the invoice is deemed correct and undisputed. If Client disputes any portion of an invoice, Client may withhold only that disputed portion, and must pay the undisputed portion. Payment is only contingent upon those terms stated in the Agreement; no other conditions precedent to payment exist.
23. **FINANCE CHARGES AND LATE FEE.** Client agrees to pay any finance charges that are imposed on Client's account. Subject to the grace period, a finance charge at the highest rate allowable by law, will be imposed from the date of the invoice. Engineer may charge Client a monthly late fee, in addition to a finance charge, equal to 5% of any outstanding balance that remains due, to help defray Engineer's administrative costs associated with handling and collecting



Client's delinquent account. It is understood and agreed that in no event shall Client be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable laws.

24. **POST JUDGMENT INTEREST.** The Parties have conferred and are in agreement that, should a judgment be rendered pursuant to any default of the Contract, the post judgment contractual interest rate shall be eighteen percent (18%) per annum. It is the intent of the Parties to deviate from the statutory interest rate set forth in Section 55.03, Florida Statutes. It is understood and agreed that in no event shall either party be required to pay interest in excess of rates allowed by applicable usury laws.

25. **TERMINATION BY ENGINEER.** In the event that Client fails to make payment in full on any invoice when due, or if Engineer in its sole discretion believes that Client currently is or will in the future be in default of any provision of the Contract or any other agreement between Client and Engineer, Engineer may at its option exercise any one or more of the following rights or remedies: (i) refuse to accept additional orders from Client; (ii) suspend or terminate the Contract; (iii) declare immediately due and payable all outstanding invoices to Client whether or not such invoices are due and payable; (iv) reclaim Engineer's Instruments of Service, and/or (v) exercise any other rights or remedies that Engineer may have at law or equity.

26. **TERMINATION BY CLIENT.** Client may terminate the Contract for cause, upon fifteen (15) days written notice and opportunity to cure, if Engineer: (i) repeatedly refuses or fails to comply with its obligations under the Contract; (ii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (iii) otherwise is guilty of substantial breach of a provision of the Contract.

27. **CANCELLATION.** Client is entitled to cancel the Contract in whole or in part upon ten (10) days written notice without cause and at the convenience of the Client. Ten (10) days after receipt of such notice, Engineer shall discontinue all of its performance and obligations under the Contract, shall incur no further costs of performance, and shall terminate all Consultants and other related orders. Client shall be liable to Engineer for all costs or liabilities incurred by Engineer prior to termination or cancellation.

28. **PRICES SUBJECT TO CHANGE.** Quoted prices for labor, materials, or miscellaneous costs are subject to change without notice. Price in effect on date of service or delivery shall control.

29. **SHIPPING TERMS.** All Engineer's Instruments of Service, if shipped to or upon request by Client, are shipped FOB origin.

30. **STANDARDS OF PERFORMANCE.** The standard of care for all services performed by Engineer under the Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

31. **WARRANTIES.** Unless otherwise agreed to in a signed writing by Engineer and Client, Engineer makes no express or implied warranty. ENGINEER DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. **CORRECTIONS.** Generally, Engineer shall only make corrections or changes to the Work for additional compensation. However, Engineer shall correct deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly or indirectly attributable to: (i) deficiencies in Client-furnished information; (ii) actions or requests by Client; (iii) actions or requests by other parties; or (iv) unforeseen conditions; (v) new information.

33. **CONSTRUCTION COSTS.** Engineer's statements of probable construction costs are opinions only, and Engineer does not guarantee that proposals, bids, or actual construction costs will not vary from such statements. Engineer has no control over, and no liability arising from, estimates of or actual cost of construction.

34. **NOT RESPONSIBLE FOR CONSTRUCTION OR CONTRACTOR.** Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to perform. Engineer shall not be responsible for any acts or omissions by any contractor, its agents or employees, or any other person or entity at the jobsite. Engineer shall not at any time supervise, direct, or have control over a contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selection or used by any contractor, for security or safety of the jobsite, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of the contractor to comply with laws and regulations applicable to the contractor's work. "Contractor" includes, but is not limited to, contractors, subcontractors of any tier, laborers, or suppliers.

35. **CONTRACTUAL LIMITATION ON PERSONAL LIABILITY.** THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES UNDER THIS CONTRACT IS NOT A PARTY TO THE CONTRACT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES (JULY 1, 2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

36. **RELEASE OF LIABILITY.** In consideration of and as an inducement to the performance by Engineer, to the fullest extent permitted by law, Client voluntarily releases and forever discharges Engineer and its Consultants of any and all liabilities, claims, actions, causes of action, proceedings, suits in equity, damages, costs or expenses which Client may have against Engineer and its Consultants arising out of or in any way connected to any services or materials provided by Engineer or its Consultants or with any transaction between Engineer and Client, for any and all risks, whether now known or not known, including but not limited to claims based solely on the negligence of Engineer or its Consultants, except for liability arising from intentional torts or recklessness of Engineer.

37. **LIMITS OF LIABILITY.** If there shall, notwithstanding the other provisions herein, at any time be or arise any liability on the part of Engineer by virtue of the Contract or because of the relation hereby established, whether due to the negligence of Engineer or otherwise, Client's exclusive remedy and Engineer's liability shall be limited to a sum equal to the purchase price paid to Engineer for the particular service or materials with respect to which liability arose, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In the event Client desires Engineer to assume greater liability for the performance hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under an additional rider, which shall be attached and incorporated to the Contract setting forth the additional liability of Engineer and additional charge.

38. **LIMITED LIABILITY AND NO LIABILITY FOR DELAY.** Notwithstanding the above provisions, Engineer shall not be liable for any damage due to delay of any type or for indirect, incidental, consequential, special, exemplary or punitive damages, including lost profits, whether such claim is based on express or implied warranty, contract, or otherwise, even if Engineer has been advised of such damages.

39. **INDEMNIFY, HOLD HARMLESS, AND DEFEND.** To the fullest extent permitted by law, Client, at its own cost and expense, shall assume liability, indemnify, hold harmless, and defend Engineer and its Consultants, from and against any liability and all loss, costs, damages, expense, including court costs, reasonable legal and attorney's fees, and disbursements paid or incurred by Engineer, whether or not suit shall be commenced, on account of claims for but not limited to damages to persons or property, arising out of or resulting before, after or in connection with the goods or services provided under the Contract, caused





in whole or in part by any act, omission, or default of the indemnitor, or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Client's duty to defend under this provision is a separate obligation from its indemnity.

40. **INDEMNIFY, HOLD HARMLESS, AND DEFEND - ACTS BY INDEMNITEE.** The Client shall indemnify, hold harmless, and defend Engineer and its Consultants for liability for damages to persons or property caused in whole or in part by any act, omission, or default of Engineer or its Consultants arising from the contract or its performance, but only up to the monetary limit of \$1 million per occurrence or an amount that bears a reasonable commercial relationship to the contract. Client's duty to defend under this provision is a separate obligation from its indemnity.

41. **OTHER LIMITATIONS ON INDEMNIFICATION.** The indemnifications provided hereinabove (but not hereinbelow) exclude claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

42. **INDEMNIFY AND HOLD HARMLESS - INDEMNITOR IS PUBLIC AGENCY.** If Client is a public agency, or if the work is in connection with a public agency's project, Client shall indemnify and hold harmless Engineer, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Client and persons employed or utilized by the Client in the performance of the Contract.

43. **INSURANCE.** Upon commencement of the work, Engineer shall obtain insurance coverage as required by Florida Law and including professional liability insurance. Engineer will deliver to the Client upon execution of the Contract evidence of such insurance coverage on the standard certificate form indicating the name of firm, name of insurance company, policy number, term of coverage, and limits of coverage.

44. **AGREEMENT ENFORCEMENT.** Client agrees to pay all expenses and costs incurred by Engineer to enforce the terms of the Contract, or to collect any amounts due, including reasonable attorney's fees, court costs, and other miscellaneous related costs, whether suit be brought or not, and whether incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise.

45. **CONFIDENTIALITY.** The Client must not disclose to any person, without the prior approval of the Engineer: (a) the contents of the Contract; or (b) any information regarding the Engineer, its systems, procedures, staff or activities; except as required by law. The obligations imposed by this clause will survive the expiration or termination of the Agreement.

46. **DISPUTE RESOLUTION.** In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to the Contract, the Client and Engineer agree that all disputes between them shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent to litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising. The Client and Engineer further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and Clients retained for the Project and also to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, Engineers, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

47. **WAIVER OF JURY TRIAL.** CLIENT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM BROUGHT IN CONNECTION WITH THIS CONTRACT OR THE RELATIONSHIP BETWEEN ENGINEER AND CLIENT.

48. **JURISDICTION AND VENUE.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida and venue for any disputes shall be in Duval County, Florida.

49. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

50. **NONWAIVER AND WAIVER.** Engineer's failure to insist in any one or more cases upon the strict performance by the Client of any of the terms or conditions of the Contract or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Engineer's right to enforce strict compliance with such terms and conditions. Payment by Client to Engineer shall constitute an acceptance by Client of the performance of all or a part of the Contract by Engineer and waiver of claims for nonperformance.

51. **SEVERABILITY.** Each provision, and any portion thereof, of the Contract, is severable from every other provision, and severable from the remaining portion of the provision, and if any provision, or part thereof, is unenforceable, the remainder of the provision and the remainder of the Contract shall remain valid and enforceable.

52. **MERGER AND INTEGRATION.** Subject to the limited exceptions provided in this Standard Terms and Conditions, the Contract contains the entire contract between the parties and may not be modified or amended except by a writing signed by Engineer and Client that expressly states it is modifying and/or amending this Contract. Any use or reference to Client's or another's contract, purchase order or purchase order number is for Client's convenience only and does not incorporate the referenced document into the contract. Client acknowledges that Client has not relied on any representations, advertisements, warranties, understanding, conditions, statements, or estimates, of any nature whatsoever, except as set forth in the Contract.

53. **SUCCESSORS AND ASSIGNEES.** The Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, executors, administrators, and assigns. The Contract may not be assigned by Client without the prior written consent of Engineer.

54. **INDEPENDENT CONTRACTOR.** Nothing contained in the Contract shall be construed or considered as rendering Engineer as an agent or employee of Client and Engineer shall at all times be considered an independent contractor.

55. **NOTICE.** All notices shall be deemed proper and valid for all purposes hereunder if sent by regular mail, certified mail, electronic facsimile transmission, or electronic mail transmission, addressed to Engineer at the address(es) stated on the Agreement or addressed to Client in care of his/her representative anywhere or at the address(es) stated on the Agreement.

56. **JOINT PRODUCT.** The parties stipulate that the Contract is the joint product of both parties, and, therefore, shall not be construed against either party.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A**



**CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

# CITY OF CHIPLEY

## STAFF REPORT

**SUBJECT:** Special Event Application – Community Easter Egg Hunt

### MEETING DATE

Tuesday, January 9, 2024

### PREPARED BY

Patrice Tanner, City Administrator

### SUMMARY

The Community Easter Egg Hunt on Wednesday, March 27, 2024 from 5:30 p.m. to 6:30 p.m. at Shiver's Park

### RECOMMENDATION

City Staff recommend approval of Special Event Application for the Community Easter Egg Hunt on March 27, 2024.

### ATTACHMENTS

1. Special Event Application.



# City of Chipley

**CITY HALL**  
 1442 Jackson Avenue  
 P.O. Box 1007  
 Chipley, Florida 32428  
 (850) 638-6350 Fax: (850) 638-6353



## Special Event Application

Name/Organization: Community Easter Egg Hunt

Address: P.O. Box 242

Contact person: Sherri Biddle Phone: 850-596-2980 Fax: \_\_\_\_\_

E-mail: sherribiddle176@hotmail.com

Type of Event: Community Easter Egg Hunt

Purpose of Event: A community outreach to provide a safe egg hunt for the children  
of the community.

Location of Event: Shivers Park Indoors/Outdoors

Date(s) & Time(s) of Event: Wednesday, March 27, 2024 5:30 p.m. to 6:30 p.m.

Amount of Liability Insurance: \_\_\_\_\_ (attach copy of policy)

Concert Yes/No If yes, What type of music? \_\_\_\_\_

Will food and nonalcoholic beverages be sold? Food and drink will be given free of charge.

Will fireworks be displayed? Yes/No If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.

Will amusement rides be available? No

Number of participants anticipated per day: 300

Are security and/or medical services provided? Will be handled by volunteers.

Applicant Signature: Sherri Biddle Date: 01/10/2024

Approved { } Denied { }

Mayor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RELEASE AND HOLD HARMLESS AGREEMENT

**FOR THE SOLE CONSIDERATION OF** the City of Chipley granting permission for the undersigned to conduct a Community Easter Egg Hunt upon street(s) as provided for in its letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, its successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

**IN WITNESS WHEREOF**, the undersigned has executed this release, this 10<sup>th</sup> day of January, 20 24.

**FIRM OR**

**ORGANIZATION:** Chipley Community Easter Egg Hunt

Sherri Biddle

Signature

Sherri Biddle

Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

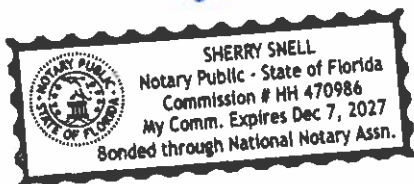
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF WASHINGTON**

The foregoing instrument was acknowledged before me by Sherri Biddle, who is personally known to me or who produced \_\_\_\_\_ as identification, and who executed the foregoing instrument and acknowledge before me that he/she executed the same freely and voluntarily and for purposes expressed therein.

Witness my hand and seal in the County and State last aforesaid this 10<sup>th</sup> day of January, 20 24.



Sherry Snell  
Notary Public

You are invited to a Zoom webinar.

When: **January 9, 2024 6:00 PM** Central Time (US and Canada)

Topic: **City Council Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83996047787>

Or One tap mobile :

+13052241968,,83996047787# US

+16465588656,,83996047787# US (New York)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US,

+1 646 558 8656 US (New York),

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC),

+1 309 205 3325 US,

+1 312 626 6799 US (Chicago),

+1 669 900 9128 US (San Jose),

+1 689 278 1000 US

+1 719 359 4580 US,

+1 253 205 0468 US,

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston),

+1 360 209 5623 US,

+1 386 347 5053 US

+1 507 473 4847 US,

+1 564 217 2000 US,

+1 669 444 9171 US

Webinar ID: 839 9604 7787