



City of Chipley City Council Meeting

November 12, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

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 - October 8, 2024

F. PRESENTATIONS

1. **Recognition of Mr. Thomas Lancaster** - Planning & Zoning Commission
2. **International City/County Management Association (ICMA) 25th Anniversary Recognition**

G. CONSENT AGENDA

1. **Resolution No. 25-07** – Florida Department of Environmental Protection Grant Agreement – FRDAP - Shivers Park
2. **Resolution No. 25-08** – Florida Department of Environmental Protection Grant Agreement – FRDAP - Gilmore Park
3. **Resolution No. 25-09** – Florida Department of Commerce, CDBG-DR Agreement No. M0014 – Amendment No. 3
4. **Resolution No. 25-10** - Equipment Loan - Public Works

- [5.](#) **State Governmental Consulting Services Contract Renewal** - Liberty Partners of Tallahassee, LLC
- [6.](#) **Special Event Application** - MLK Parade

H. AGENDA ITEMS

- [1.](#) **Florida Commerce Rural Infrastructure Fund Grant No. D0190** - Citywide Drainage Study – Preliminary Engineering Report
- [2.](#) **Connections Worship Center** - Blessing Box Discussion
- [3.](#) **Opioid Use Disorder Recovery Management Program** – Pancare - Valorie Hall
- [4.](#) **Pride Committee** - Discussion
- [5.](#) **Cheerleading for Basketball** - Discussion
- [6.](#) **Blue Star Memorial Veterans Marker** - Discussion

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
Council Meeting
Minutes
October 8, 2024 at 5:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor
 Mrs. Linda Cain, Council Member
 Mr. Leonard Blount, Council Member

Mr. Kevin Russell, Mayor Pro-Tem
 Ms. Cheryl McCall, Council Member

Others Present Were:

Mrs. Patrice Tanner, City Administrator
 Mr. Curtis Porter, Police Captain
 Mr. Hunter Aycock, Fire Chief
 Mr. Ambers Carter, Asst. Public Works Director
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk
 Mr. Guy Lane, Asst. City Admin./Public Works Director
 Mr. Jimmy Cook, Water Utilities Director
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer

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 Blount and Mayor Andrews led the pledge to the American Flag.

C. SWEARING IN OF LEONARD BLOUNT, LINDA CAIN AND KEVIN RUSSELL.

Honorable Timothy Register did the swearing in of Mr. Leonard Blount, Mrs. Linda Cain and Mr. Kevin Russell.

D. APPOINTMENT OF MAYOR

A motion was made by Council Member Russell and seconded by Council Member Cain to approve Ms. Tracy Andrews as Mayor. The motion passed unanimously.

E. APPOINTMENT OF MAYOR PRO-TEM

A motion was made by Mayor Andrews and seconded by Council Member Cain to approve Mr. Kevin Russell as Mayor Pro-Tem. The motion passed unanimously.

F. APPOINTMENT OF COUNCIL LIASIONS

Mayor Andrews identified the liaisons as follows:

Tracy Andrews: Administration, External Affairs, Tourist Development Council (TDC).

Cheryl McCall: Historic Merchants of Chipley, Planning & Zoning, Police.

Linda Cain: Fire Department, Code Enforcement.

Vacant: Industrial Park, Water Utilities Department.

Kevin Russell: CRA, Public Works/Cemetery, Recreation Department.

There was discussion on the list. Mayor Andrews stated she would come back to the list later in the meeting.

G. APPROVAL OF AGENDA

A motion was made by Council Member Cain and seconded by Council Member Blount to approve the agenda as presented. The motion passed unanimously.

H. 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.

No citizen requests. No further discussion.

I. APPROVAL OF MINUTES

1. Regular Council Meeting – September 10, 2024
2. Special Council Meeting – Tentative Millage & Budget Hearing – September 12, 2024
3. Budget Workshop – September 16, 2024
4. Budget Workshop – September 17, 2024
5. Special Council Meeting – September 23, 2024
6. Special Council Meeting – Final Millage & Budget Hearing – September 30, 2024
7. Special Council Meeting – September 30, 2024

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

J. DEPARTMENT REPORTS

1. Attorney Report – Michelle Jordan. There were no questions. No further discussion.
2. CRA Report – Leah Pettis. There were no questions. No further discussion.
3. Fire Department Report – Hunter Aycok. There were no questions. No further discussion.
4. Code Enforcement Report – Tamara Donjuan. There were no questions. No further discussion.
5. Planning & Zoning Report – Tamara Donjuan. Mr. Russell asked about an informational item on Facebook regarding the fence code. Mrs. Tanner stated that was an existing policy and we would be posting something separately to clarify. Discussion ensued.

6. Police Department Report – Curtis Porter. Ms. McCall stated there have been two more accidents at Main Street and Brickyard Road. Mrs. Tanner stated she was looking into the issue with FDOT. No further discussion.
7. Public Works Department Report – Guy Lane. Mr. Russell asked about the Christmas decorations and lights. Mr. Carter stated they would start decorating in a few weeks. Discussion ensued.
8. Recreation Department Report – Brock Tate. There were no questions. No further discussion.
9. Water Utilities Department Report – Jimmy Cook. Ms. McCall asked about the manholes on 7th Street and SR 90. Mr. Lane stated they won't raise the manholes until the final layer of asphalt is put down. Mrs. Tanner stated we have submitted for reimbursement of the costs. Discussion ensued.
10. Finance Department Report – Patrice Tanner. There were no questions. No further discussion.
11. City Administrator Report – Patrice Tanner. Mrs. Tanner explained there were four grants that we have applied for in the last thirty days. Mayor Andrews stated we were awarded the grant for Project Gantry at the Industrial Park which is a county project and the grant will cover the city's costs for utility infrastructure.

K. CONSENT AGENDA ITEMS

1. **Resolution No. 25-01** – Natural Gas Rate Schedule
2. **Resolution No. 25-02** – Water and Sewer Rate Schedule
3. **Resolution No. 25-03** – Water & Sewer Tap and Impact Fee Schedule
4. **Resolution No. 25-04** – Florida City Government Week
5. **Resolution No. 25-05** – State of Florida, Department of Financial Assistance Grant Program – Firefighter Assistance Grant Program
6. **Request for Development Order and Certificate of Appropriateness** – 1176 E. Jackson Avenue – Summit Locations, LLC.
7. **Resolution No. 26-06** – FDOT Utility Work by Highway Contractor Agreement

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the consent agenda items. The motion passed unanimously.

L. AGENDA ITEMS

1. **Ordinance No. 986 (Public Hearing)** – Property Rights Element. Mayor Andrews closed the regular meeting and opened the public hearing at 5:27 p.m. Mrs. Tanner read Ordinance No. 986 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will add a Property Rights Element to the

Comprehensive Plan. Official notice to advise the public of the proposed adoption of Ordinance No. 986 was published in the Washington County News on September 25, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:29 p.m. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the final reading of Ordinance No. 986. The motion passed unanimously.

2. **Ordinance No. 987 (Public Hearing)** – Land Use Amendment. Mayor Andrews closed the regular meeting and opened the public hearing at 5:29 p.m. Mrs. Tanner read Ordinance No. 987 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL NO. 00000000-00-1941-0001 LOCATED ON 5TH STREET, FROM PUBLIC/SEMI-PUBLIC/EDUCATIONAL TO LOW DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will amend the Future Land Use Map changing the land use designation of Parcel No. 00-1941-0001 from Public/Semi Public/Educational to Low Density Residential. Official notice to advise the public of the proposed adoption of Ordinance No. 987 was published in the Washington County News on September 25, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mrs. Teresa McCoy, 737 Sinclair Street, asked what this parcel was used for. Mrs. Cain stated it was previously owned by First Baptist Church and a house would be built there now. Discussion ensued.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:32 p.m. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the final reading of Ordinance No. 987. The motion passed unanimously.

3. **Ordinance No. 988 (Public Hearing)** – Property Rights Element. Mayor Andrews closed the regular meeting and opened the public hearing at 5:33 p.m. Mrs. Tanner read Ordinance No. 988 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will amend the future land use map annexing Parcels # 00-2245-0000 located at 1240 Panhandle Lane & # 00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, to the Medium Density Land Use Category. Official notice to advise the public of the proposed adoption of Ordinance No. 988 was published in the Washington County News on September 25, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:35 p.m. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the final reading of Ordinance No. 988. The motion passed unanimously.

4. **Ordinance No. 989 (Public Hearing)** – Property Rights Element. Mayor Andrews closed the regular meeting and opened the public hearing at 5:35 p.m. Mrs. Tanner read Ordinance No. 989 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS COMMERCIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will amend the Future Land Use Map annexing Parcel# 00-2222-0001 located at 1447 Main Street, a total of approximately 3.52 acres, to the Commercial Land Use Category. Official notice to advise the public of the proposed adoption of Ordinance No. 989 was published in the Washington County News on September 25, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:37 p.m. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the final reading of Ordinance No. 989. The motion passed unanimously.

5. **Ordinance No. 990 (Public Hearing)** – Property Rights Element. Mayor Andrews closed the regular meeting and opened the public hearing at 5:38 p.m. Mrs. Tanner read Ordinance No. 990 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL NO. 00000000-00-2698-0001 LOCATED AT 1218 CAMPBELLTON AVENUE, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF COMMERCE; AND DECLARING AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will amend the Future Land Use Map changing the land use designation of Parcel # 00-2698-0001 located at 1218 Campbellton Avenue, a total of approximately .417 acres, from Low Density Residential to the High-Density Residential Land Use Category. Official notice to advise the public of the proposed adoption of Ordinance No. 990 was published in the Washington County News on September 25, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:40 p.m. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve the final reading of Ordinance No. 990. The motion passed unanimously.

- 6. National Wreaths Across America Day – Discussion.** Lieutenant Colonel Shayne Moore, Chipley High School JROTC Instructor, stated this is a program to place wreaths on the headstone of an American hero to honor all veterans laid to rest. Wreaths are purchased with donations from the community. They would like to place the wreaths at Glenwood Cemetery and hopefully in the future place them at other cemeteries in the area. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Wreaths Across America to be placed at the Glenwood Cemetery. The motion passed unanimously.

Mayor Andrews stated Mr. Blount would be added to the Liaison list as follows:

Tracy Andrews: Administration, External Affairs, Tourist Development Council (TDC).

Cheryl McCall: Historic Merchants of Chipley, Planning & Zoning, Police.

Linda Cain: Fire Department, Code Enforcement.

Leonard Blount: Industrial Park, Water Utilities Department.

Kevin Russell: CRA, Public Works/Cemetery, Recreation Department.

M. OTHER BUSINESS

Mr. Russell asked about the status of the Mongoven building. Mrs. Tanner stated the design is 58% complete and she would follow up with David H. Melvin, Inc. on the timeline.

N. ADJOURN

The meeting was adjourned by Mayor Andrews at 5:54 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Recognition of Mr. Thomas Lancaster – Planning & Zoning Commission

MEETING DATE

Tuesday, November 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Mr. Thomas Lancaster has served 10 years on the Planning & Zoning Commission. We would like to recognize his dedication to serving the City in this capacity.

RECOMMENDATION

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: International City/County Management Association (ICMA) 25th Anniversary Recognition

MEETING DATE

Tuesday, November 12, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The Florida City/County Management Association has a program called Professional Management Matters (PMM). PMM is a program that highlights the benefits of the Council/Commission-Manager form of government and showcases the example of collaboration between professional managers and elected officials. In doing so, the FCCMA presents to the governing body a certificate recognizing the anniversary of the ICMA recognition of the Council/Commission-Manager form of government within the community.

In 1999 the ICMA recognized the City of Chipley as a Council/Commission-Manager form of government. To honor this 25th Anniversary, Mr. Mark Ryan, representing the FCCMA Board of Directors will make a presentation to the Mayor and City Council Members, and the City Administrator, on this milestone achievement.

RECOMMENDATION

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-07 – Florida Department of Environmental Protection Grant Agreement – FRDAP - Shivers Park

MEETING DATEPREPARED BY

Tuesday, November 12, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Florida Department of Environmental Protection – FRDAP Grant Agreement for Shivers Park in the amount of \$200,000.00. This funding will allow improvements to Shivers Park including Soccer field Renovation, Playground Renovation to include ADA Equipment; Baseball Field No. 7 Renovation, Softall/T-Ball Field No. 8 Renovation, Add Exercise Station to the Walking Trail, Picnic Facility Renovation, New Batting Cages, Restroom Renovation, Batting Cages Renovation, New Bleachers, Sidewalk to Batting Cages and Sidewalk to Playground Renovation.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-07.

ATTACHMENTS

1. Resolution No. 25-07.

2. Agreement.

RESOLUTION NO. 25-07

A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NUMBER P5103, FOR SHIVERS PARK, BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the Florida Department of Environmental Protection, hereinafter referred to as "Department" has approved the Florida Recreation Development Assistance Program (FRDAP) Grant Agreement for the City of Chipley, hereinafter referred to as the "Grantee"; and

WHEREAS, this funding will allow improvements to Shivers Park including Soccer field Renovation, Playground Renovation to include ADA Equipment; Baseball Field No. 7 Renovation, Softball/T-Ball Field No. 8 Renovation, Add Exercise Station to the Walking Trail, Picnic Facility Renovation, New Batting Cages, Restroom Renovation, Batting Cages Renovation, New Bleachers, Sidewalk to Batting Cages and Sidewalk to Playground Renovation; and

WHEREAS, this will allow for the increasing demand for recreation opportunities in the City of Chipley.

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 Environmental Protection Grant Agreement in the amount of \$200,000.00, with an agreement end date of June 30, 2027.
2. A certified copy of this Resolution be forwarded to the Florida Department of Environmental Protection along with the executed Agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 12th day of November, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Section G, Item 1.

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

1. Project Title (Project): **Shivers Park** Agreement Number: **P5103**

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

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

Grantee Address: **1442 Jackson Avenue, Chipley, FL 32428** FEID: **59-6000299**

(Grantee)

3. Agreement Begin Date: **Upon execution** Date of Expiration: **June 30, 2027**

4. Project Number: **P25103** Project Location(s): **784 5th Street, Chipley, FL 32428**
(If different from Agreement Number)

Project Description: **New - pickleball court, sidewalk to pickleball court, ADA playground, application preparation/project management/surveying, sidewalk to ADA playground**
Ren - picnic facility, playground, parking lot, restroom

5. Total Amount of Funding: \$200,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1829, GAA, FY2024-2025	\$ 200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match	REDI Waiver	\$

Total Amount of Funding + Grantee Match, if any: \$ 200,000.00

6. Department's Grant Manager Name: **Jeremy Pe** or successor
Address: **3900 Commonwealth Blvd.**
Tallahassee, FL
32399-3000
Phone: **850-245-2732**
Email: **jeremy.pe@floridadep.gov**

Grantee's Grant Manager Name: **Patrice Tanner** or successor
Address: **1442 Jackson Avenue**
Chipley, FL
32428
Phone: **850-638-6350**
Email: **ptanner@cityofchipley.com**

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

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

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	Section G, Item 1.
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

City of Chipley	GRANTEE
Grantee Name	
By _____	
(Authorized Signature)	Date Signed

Print Name and Title of Person Signing	
State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed
Callie DeHaven, Director, Division of State Lands	
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

A change order to this Agreement may be used when:

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

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

Attachment 1

1 of 14

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

Attachment 1

2 of 14

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

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

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

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

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

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

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

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

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

Attachment 1

4 of 14

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

10. Status Reports.

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

11. Retainage.

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

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

Attachment 1

5 of 14

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

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

12. Insurance.

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

13. Termination.

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

Attachment 1

6 of 14

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

Attachment 1

7 of 14

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

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

26. Scrutinized Companies.

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

Attachment 1

10 of 14

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

Attachment 1

11 of 14

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

Attachment 1

12 of 14

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5103

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Shivers Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

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

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Shivers Park
 Grantee Name: City of Chipley
 FRDAP Project # P25103

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located 784 5th Street, Chipley, FL 32428 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$200,000
Match Ratio:	100:0

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new - pickleball court, sidewalk to pickleball court, ADA playground, application preparation/project management/surveying, sidewalk to ADA playground. Ren - picnic facility, playground, parking lot, restroom. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	Due April 30, 2027, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
--	--	--	--

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Section G, Item 1.

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$200,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):
☐
☐
☐

January through April:

May through August:

September through December:

Due May 5thDue September 5thDue January 5th

Final Status Report

Date from Project Completion Certification: _____

LIAISON: _____

Signature

Date

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0	\$0

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator_____
Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer_____
Date

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-08 – Florida Department of Environmental Protection Grant Agreement – FRDAP - Gilmore Park

MEETING DATEPREPARED BY

Tuesday, November 12, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Florida Department of Environmental Protection – FRDAP Grant Agreement for Gilmore Park in the amount of \$50,000.00. This funding will allow improvements to Gilmore Park including adding a new Playground, Parking Lot renovations, Playground renovations Picnic Facility renovations, Restroom renovations, new Security Lighting and a new Picnic Pavilion.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-08.

ATTACHMENTS

1. Resolution No. 25-08.

2. Agreement.

RESOLUTION NO. 25-08

A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NUMBER P5102, FOR GILMORE PARK, BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the Florida Department of Environmental Protection, hereinafter referred to as "Department" has approved the Florida Recreation Development Assistance Program (FRDAP) Grant Agreement for the City of Chipley, hereinafter referred to as the "Grantee"; and

WHEREAS, this funding will allow improvements to Shivers Park including adding a new Playground, Parking Lot renovations, Playground renovations Picnic Facility renovations, Restroom renovations, new Security Lighting and a new Picnic Pavilion; and

WHEREAS, this will allow for the increasing demand for recreation opportunities in the City of Chipley.

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 Environmental Protection Grant Agreement in the amount of \$50,000.00, with an agreement end date of June 30, 2027.
2. A certified copy of this Resolution be forwarded to the Florida Department of Environmental Protection along with the executed Agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 12th day of November, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Section G, Item2.

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

1. Project Title (Project): **Gilmore Park Phase I** Agreement Number: **P5102**

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

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

Grantee Address: **1442 Jackson Avenue, Chipley, FL 32428** FEID: **59-6000299**

(Grantee)

3. Agreement Begin Date: **Upon execution** Date of Expiration: **June 30, 2027**

4. Project Number: **P25102** Project Location(s): **1227 Church Avenue, Chipley, FL 32428**
(If different from Agreement Number)

Project Description: **New - playground, picnic facility, security lighting, application preparation/project management/surveying**
Ren - picnic facility, playground, restroom, parking lot

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$50,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1829, GAA, FY2024-2025	\$ 50,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$ 50,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Jeremy Pe	Name: Patrice Tanner
or successor	or successor
Address: 3900 Commonwealth Blvd.	Address: 1442 Jackson Avenue
Tallahassee, FL	Chipley, FL
32399-3000	32428
Phone: 850-245-2732	Phone: 850-638-6350
Email: jeremy.pe@floridadep.gov	Email: ptanner@cityofchipley.com

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

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

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	Section G, Item2.
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

City of Chipley	GRANTEE
Grantee Name	
By _____	
(Authorized Signature)	Date Signed

Print Name and Title of Person Signing	
State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	
Callie DeHaven, Director, Division of State Lands	Date Signed
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

A change order to this Agreement may be used when:

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

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

Attachment 1

1 of 14

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

Attachment 1

2 of 14

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

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

8. **Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

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

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

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

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

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

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

Attachment 1

4 of 14

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

10. Status Reports.

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

11. Retainage.

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

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

Attachment 1

5 of 14

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

Attachment 1

7 of 14

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

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

26. Scrutinized Companies.

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

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

Attachment 1

11 of 14

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

Attachment 1

12 of 14

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5102

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is McSwain Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

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

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

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Gilmore Park Phase I
 Grantee Name: City of Chipley
 FRDAP Project # P25102

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located 1227 Church Avenue, Chipley, FL 32428 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000
Match Ratio:	100:0

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new - playground, picnic facility, security lighting, application preparation/project management/surveying. Ren - picnic facility, playground, restroom, parking lot. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2027, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
--	--	--	--

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Section G, Item2.

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$50,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):
☐
☐
☐

January through April:

May through August:

September through December:

Due May 5thDue September 5thDue January 5th

Final Status Report

Date from Project Completion Certification: _____

LIAISON: _____

Signature

Date

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0	\$0

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator_____
Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer_____
Date

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-09 – Florida Department of Commerce, CDBG-DR Agreement No. M0014 – Amendment No. 3

MEETING DATEPREPARED BY

Tuesday, November 12, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Florida Department of Commerce, CDBG-DR Agreement No. M0014 – Amendment No. 3 for the Northwest Stormwater Restoration Project. It will extend the project end date to September 30, 2025, amend Attachment A – Project Description and Deliverables, Section 7, and amend Attachment G – Reports, Section 6 to include updated information.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-09.

ATTACHMENTS

1. Resolution No. 25-09.

2. Amendment No. 3.

RESOLUTION NO. 25-09

A RESOLUTION APPROVING AN AGREEMENT AMENDMENT IDENTIFIED AS AMENDMENT THREE TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE PROGRAM SUBRECIPIENT AGREEMENT NO. M0014 (CFDA NO. 14.228), BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida, Department of Commerce “Commerce”, and the City of Chipley, Florida “Grantee” entered into agreement M0014 “Agreement”; and

WHEREAS, Commerce and the Grantee may individually be referred to herein as a “Party” or collectively as the “Parties”; and

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend The Northwest Stormwater Restoration Project Agreement Section 3, Period of Agreement extending the Project End Date to September 30, 2025, unless otherwise terminated as provided in this Agreement; Attachment A - Project Description and Deliverables updated information, Section 7; Attachment G - Reports, Section 6 updated information; and

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

1. The City of Chipley hereby approves the State of Florida, Department of Commerce Agreement No. M0014, Amendment Three.
2. The City 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, intending to be legally bound hereby agree to perform the duties described herein the attached Attachment “A” and Attachment “G”.
3. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the FDEO along with the executed Agreement.

PASSED AND ADOPTED THIS 12TH DAY OF NOVEMBER, 2024.

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

DRAFT

**AMENDMENT THREE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR)
REBUILD FLORIDA GENERAL INFRASTRUCTURE REPAIR PROGRAM
SUBRECIPIENT AGREEMENT**

On **February 17, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the “Florida Department of Economic Opportunity,” and the **City of Chipley, Florida**. (“Subrecipient”) entered into agreement **M0014** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS this agreement was amended on **June 15, 2022**, and **October 19, 2023**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 3, Period of Agreement, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins **February 17, 2022**, (the “Effective Date”) and ends **September 30, 2025**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.

2. Attachment A, Project Description and Deliverables, Section 7. Invoice Submittal is hereby deleted in its entirety and replaced with the following:

7. INVOICE SUBMITTAL:

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

A. Subrecipient shall provide invoice(s) for services rendered during the applicable time period as defined in the deliverable table. In any month in which there have not been any completed deliverables, the subrecipient will provide notice that invoicing will not be submitted.

B. The following documents shall be submitted with the itemized invoice:

1. A cover letter signed by Subrecipient’s Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section

- 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 3. A copy of all supporting documentation for vendor payments; and
 4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.

The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

3. Attachment G – Reports, Section 6, is hereby amended with the following:

6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

4. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Agreement **M0014** as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF CHIPLEY, FLORIDA	DEPARTMENT OF COMMERCE
Signed:	SIGNED:
TRACY L. ANDREWS	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-10 – One Florida Bank Loan

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve a loan with One Florida Bank for the purchase of (1) Caterpillar 420 Backhoe Loader for Public Works in the amount of \$150,476.00 with an interest rate of 5.40% with seven (7) annual payments.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-10.

ATTACHMENTS

1. Resolution No. 25-10.

2. Memo.

3. Quote.

RESOLUTION NO. 25-10

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, RELATING TO THE WATER DEPARTMENT CAPITAL PURCHASE; NOTING A FINANCING SOURCE; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Chipley, Florida, is purchasing one (1) New Caterpillar 420 XE Backhoe Loader; and

WHEREAS, the City is approved for a loan of \$150,476.00 from One Florida Bank for the purchase of the equipment; and

WHEREAS, Capital City Bank has approved an interest rate of 5.40% with seven (7) annual payments and no closing costs, with the first payment being due on February 1, 2025; and

WHEREAS, the City hereby designates this note as a “Qualified Tax Exempt Obligation” within the meaning of Section 265(B)(3) of the Internal Revenue Code;

WHEREAS, the City has authorized and approved said loan to be secured by a pledge of and lien upon the non-advalorem taxes sufficient to pay the principal of, premium, if any, and interest on said loan as set forth in the terms of the promissory note;

WHEREAS, the City covenants to budget and appropriate payment for the loan annually until maturity;

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

1. That the loan funds in the amount of One Hundred Fifty Thousand Four Hundred Seventy-Six Dollars and 00/100 Cents (\$150,476.00) be used to purchase one (1) New Caterpillar 420 XE Backhoe Loader.
2. That the Mayor be designated as the authorized representative to carry out the responsibilities under the loan agreement.

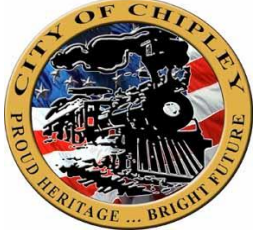
PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 12th day of November, 2024.

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk



City of Chipley

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

To: Mayor and Council
City Administrator

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

Date: November 12, 2024

Re: Bank Loan Quotes – Caterpillar 420 XE Backhoe

The following is a list of the banks that submitted quotes:

One Florida Bank
Amount: \$150,476.00
Term: 7 Annual Payments
Interest Rate: 5.40%
Loan Fee: \$.00

Capital City Bank
Amount: \$150,476.00
Term: 7 Annual Payments
Interest Rate: 5.93%
Loan Fee: \$.00

Peoples South Bank
Amount: \$150,476.00
Term: 7 Annual Payments
Interest Rate: 5.75%
Loan Fee: \$.00



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 7/19/2024
City of Chipley

(1) NEW CATERPILLAR 420 XE BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.0
Item #207: Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
Contract Effective Dates: October 1, 2023, Through September 30, 2024

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	\$96,799
563-5593	Upgrade to 420 XE CFG1, Base Machine Only	(\$6,890)
TOTAL OF BASE MACHINE		\$89,909

NON-SPECIFIED OPTIONS

642-9588	TRIM PACKAGE 3:	\$55,960
544-0883	CAB, DELUXE	INCL
542-7775	HYDRAULICS, MP, 6FCN/8BNK, EH, QC	INCL
544-1068	PT, 4WD/2WS, POWERSHIFT	INCL
543-4284	STICK, EXTENDABLE, 4.3M (14FT)	INCL
545-5048	DISPLAY, TOUCH SCREEN	INCL
491-6736	WORKLIGHTS (8) LED LAMPS	INCL
558-9623	SEAT, DELUXE FABRIC	INCL
529-5931	LOADER, ST, PL, QUICK COUPLER	INCL
542-7810	AIR CONDITIONER, T4F	INCL
337-9696	COUNTERWEIGHT, 1015 LBS	INCL
551-6453	RIDE CONTROL	INCL
548-1231	LINES, COMBINED AUX, E-STICK	INCL
567-5090	AUTO-UP STABILIZERS	INCL
540-2298	STANDARD RADIO (12V)	INCL
553-5854	USB POWER PORT	INCL
551-6940	COLD WEATHER PACKAGE, 120V	INCL

423-7607	PLATE GROUP - BOOM WEAR	INCL
353-1389	GUARD, STABILIZER	INCL
541-9540	ENGINE, 74.5KW, C3.6 DITA, T4F	\$12,360
555-2396	LINES, HYD CPLR 14FT EXT PILOT	\$3,014
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$2,810
6W-8832	CARRIAGE, PAL CL3, 61", IT	\$2,511
219-3387	BUCKET-HD, 24", 6.2 FT3	\$2,035
195-6939	FORK TINE, 2" X 5" X 54", (2) @ \$ 958/EACH	\$1,916
9R-6007	STABILIZER PADS, FLIP-OVER	\$435
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
206-1747	BELT, SEAT, 2" SUSPENSION	NC
639-4880	PRODUCT LINK, CELLULAR, PLE643	NC
559-0872	INSTRUCTIONS, ANSI	NC
	SUB TOTAL	\$81,041
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	(\$17,019)
TOTAL OF NON-SPECIFIED OPTIONS		\$64,022

CAT WORK TOOLS

232-2696	BUCKET-MP 1.3 YD3, IT, BOCE	\$8,028
	LESS 12% SHERIFF'S CONTRACT DISCOUNT	(\$963)
TOTAL OF CAT WORK TOOLS		\$7,065

NON-CONTRACT OPTION

36 MONTH / 5000 HOUR PT, HYDRAULIC & TECH		\$3,415
	SUB TOTAL	\$164,411
	LESS ONE TIME ADDITIONAL DISCOUNT	(\$13,935)
TOTAL TRANSACTION PRICE		\$150,476

Best regards,

Mark McCarty
Sales Representative
Thompson Tractor

850-873-6530

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: State Governmental Consulting Services Contract Renewal - Liberty Partners of Tallahassee, LLC

MEETING DATEPREPARED BY

Tuesday, November 12, 2024Patrice Tanner, City Administrator

SUMMARY

This would renew the State Governmental Consulting Services Contract for Lobbyist Services with Liberty Partners of Tallahassee, LLC in the amount of \$3,000 per month for one (1) year, with the option of one additional one-year term.

RECOMMENDATION

City Staff recommend approval of the State Governmental Consulting Services Contract Renewal with Liberty Partners of Tallahassee, LLC.

ATTACHMENTS

1. Contract



November 4, 2024

Mrs. Patrice A. Tanner
City Administrator
City of Chipley
1442 W. Jackson Avenue
Chipley, FL 32425

Dear Patti:

We would like to thank the City Council for their confidence in Liberty Partners of Tallahassee, LLC (FEI/EIN #271494189). We are pleased to continue to provide governmental consulting services to the City of Chipley pursuant to RFP number 2021-01.

2024-25 CONTRACT FOR SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the City of Chipley (the “Organization”). We will be engaged to advise the Organization in connection with advocacy issues relating to the interest of the Organization, including but not limited to: seeking identified state funding for Council-approved projects through Legislative appropriations or other agreed-upon identified funding sources. The scope of services in **Attachment A** will also include monitoring and reporting on the 2025 Legislative Session. The firm will be available for any and all in-person Council or one-on-one meetings and will provide regular written reports on a monthly basis or more frequently as needed. The scope of services in Attachment B will be determined on a case-by-case basis as potential grants become available or the need arises.

2. *Term of Engagement.* The term of the engagement will be for twelve (12) months beginning on November 1, 2024 and ending on October 31, 2025 with the option of one additional one-year term as agreed to by both parties. It is not the intent of either the Organization or the firm to terminate this contract prior to October 31, 2025, but either of us may terminate the engagement for cause by a 30-day written notice. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us.

November 4, 2024

Page 2

Unless previously terminated, our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, otherwise non-public information you have supplied to us which is retained by us will be kept confidential. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.

3. *Monthly Retainer.* Based on the scope of services outlined in **Attachment A**, these services shall be retained at a rate of \$3,000 per month for the first twelve (12) months. Travel, entertainment and/or other direct expenses related to these services shall be pre-approved by the Organization, billed on a monthly basis and not exceed \$2,000 per year. Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Grant Writing.* Based on the scope of services outlined in **Attachment B**, within 30-days of the Organization's interest in engaging the firm to pursue a specific grant opportunity, the Organization and the firm shall agree to a fee based on two types of services: Grant Strategy, Research and Prioritization (included in fees in paragraph 3); Grant Writing (included in fees in paragraph 3 unless otherwise agreed-upon by both parties). This written agreement shall be on a case-by-case basis and include the specific grant, time frame for application, grant services selected and fees for such services. Full payment for all services is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

5. *Confidentiality.* From time to time, the firm may be provided with non-public or statutorily exempt information related to the Organization in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless specifically subject to Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation including contact from members of the Florida Legislature, staff from the Legislature or Executive Branch Agencies or members of the press. You also agree to pay our statements for services and expenses in accordance with paragraph 3 above.


7. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or

November 4, 2024
Page 3

transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in paragraph 1 above even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Once again, we are pleased to have the opportunity to work with you and the City of Chipley. I will be the primary contact for the representation of your Organization before the Florida Legislature and Florida Executive Branch. Vice President Tim Parson, Director of Governmental Affairs Adam Potts and Director of Client Relations Ethan Merchant will be actively involved in this engagement and are available to assist you as needed. In addition, we will be offering the services of our Director of Grants Management James Sowinski. All of the professional advocates associated with our firm are members of the Florida Association of Professional Lobbyists (FAPL), have earned their DPL (designated professional lobbyist) and adhere to a strict code of professional conduct.

Please do not hesitate to contact me at (850) 528-8809 or (850) 841-1726 should you have any questions regarding the terms of our engagement. If you are in agreement with these provisions, please sign the contract and return it to my attention: Liberty Partners of Tallahassee, LLC, P. O. Box 390, Tallahassee, FL 32302.

Sincerely,

Jennifer J. Green, CAE, DPL
President/Owner

AGREED TO AND ACCEPTED:

By: _____
Patrice A. Tanner, City Administrator

Date: _____

Attachment A

SCOPE OF SERVICES – GOVERNMENTAL CONSULTING

Liberty Partners will offer the City of Chipley governmental consulting services to achieve its advocacy goals by providing **legislative and regulatory services for the 2025 Legislative Session**. This will include working cooperatively with City staff and other consultants and developing a strategy to position the City and its legislative and regulatory agendas through both offensive and defensive advocacy efforts. We will focus on the introduction of legislation, procurement of state funding and monitor the Legislature as well as regulatory activity at key Executive Branch agencies, other appropriate governmental entities and statewide organizations that might align with the goals and objectives of the City.

Liberty Partners will actively advise the City on any proposed legislation with the potential to affect municipal government. A major objective will be to utilize the firm's extensive experience in organizational advocacy and political strategy to leverage public perception and key policy-maker support. Our strategy will focus on developing both an offensive and defensive plan; focusing on pre-emptive outreach and education of appointed and elected officials, extensive monitoring, third-party relationship building, deploying defensive tactics, and advising on earned media within key Florida markets.

Liberty Partners will deliver the stated Scope of Services contained in the RFP number 2021-01 and shall work closely with City staff in the development and ongoing implementation of programs and shall provide, at a minimum, the following services:

- 1) Meet with City staff and members of the Chipley City Council to assist in the development of the City's list of goals, priorities and specific projects. Identify which of these goals, priorities, and specific projects could be addressed at the State level and assist in developing written material on each request to assist the consultant in advancing the City's efforts.
- 2) Provide City staff and members of the Chipley City Council with any new information that may impact, and actively seek funding opportunities to enhance the City's State legislative program and provide options as to legislative strategy, when necessary.
- 3) Monitor current State legislation and the State budget process and report to the City, both orally and in writing, any legislative events that may directly or indirectly impact the City.
- 4) Provide the City with regular reports and updates on all legislative and budgetary issues that may impact the City.
- 5) Advocate the Florida Legislature in support of the City's goals, priorities and projects.

- 6) At the conclusion of the session, prepare a final report, including the final status of the City's priorities and a summary of the impact of major legislative changes to the City of Chipley.
- 7) Advocate positions before the State Legislature, its committees, and agencies that are beneficial to the City as well as oppose harmful measures.
- 8) Identify and pursue grant funding opportunities to promote the City's priorities.

The general timeline for these services includes:

A. Strategy development, grassroots activities and in-district meetings.

- Provide strategic planning to formulate successful legislative and regulatory goals and strategies including identifying or drafting legislation that could impact the City.
- Identify potential bill sponsors, co-sponsors, assisting with drafting proposed legislation, amendments and if needed, state appropriation proviso language.
- Develop and coordinate efficient online communications and provide monthly updates leading up to the legislative session and weekly updates during the legislative or as needed.
- Work to ensure the City's message is heard clearly and yields positive results.
- Focus on bringing together stakeholders to develop solid public policy.
- Begin meetings with members of the Legislature to discuss the City's goals and objectives for the 2025 Legislative Session.
- Schedule meetings with any potential candidates running for open House and Senate seats to educate them on the City's goals and objectives.

B. Interim committee meetings for the 2025 Legislative Session: Begin weekly calls and updates.

- Finalize draft legislation and secure House and Senate bill and appropriations sponsors.
- Work with bill sponsors and appropriation project request (APR) and local funding initiative request (LFIR) sponsors to draft and file appropriations requests.
- Monitor interim committee meetings and all legislation; continue weekly calls and updates.
- Work with bill sponsors to finalize proposed legislation, amendments, budget funding requests and if needed, state appropriation proviso language.
- Prepare white papers and talking points on substantive issues.
- Provide public testimony before state and local governmental entities, public hearings and legislative committees to persuade legislators to support public policy that will benefit the City.
- Develop and coordinate efficient online communications and provide weekly updates during the legislative session or as needed.
- Work to ensure that the City's message is heard clearly and yields positive results.
- Focus on bringing together stakeholders to develop and support solid public policy.

- Monitor proposed legislation, amendments or state appropriations.
- Analyze and report the potential impact of proposed legislation, proposed regulatory changes and state agency appropriations and develop specific policy positions in accordance with the City's goals and objectives.

C. 2025 Legislative Session: Continue to monitor all legislation and committee meetings and continue weekly calls and updates.

- Advocate for or against proposed legislation, amendments or state appropriations.
- Coordinate a legislative visit to the Capitol for City advocates including parents, students and staff, if needed.
- Analyze and report the impact of legislation, proposed regulatory changes and state agency appropriations and develop specific policy positions in accordance with the City's goals and objectives.
- Provide public testimony when necessary and appropriate, before state and local governmental entities, public hearings and legislative committees to persuade legislators to support public policy that will benefit the City.
- Continue to develop and coordinate efficient online communication and provide weekly updates during the legislative session.
- Work closely with Executive and Legislative Branch leadership to secure funding and successful passage of priority legislation for the City.
- Work with the Governor's office to advocate on behalf of the City's priorities through approval or veto of key budget items and legislation.

Attachment B**SCOPE OF SERVICES – GRANTS CONSULTING**

Recognizing the unique needs of the City of Chipley as it relates to funding opportunities, Liberty Partners would offer the following scope of services related to grant research and grant writing. These services will be coupled with appropriations fulfill the City's overall priorities for infrastructure, water, sewer, recreation or other funding projects to meet the Council's future economic development goals.

A. Grant Strategy, Research and Prioritization:

- Meet with the City's staff and Council to assist in the development of a list of priorities and specific project funding requests (grants) for programs and priorities.
- Identify which of these priorities and specific project funding requests should be addressed at the federal or state level and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount sought after by the City and, as appropriate, enlist support from third parties.
- These services will be included in the monthly retainer for services outlined in Attachment A.

B. Grant Writing:

- Assist the City's staff and coordinate monthly with other consultants in drafting and submitting grant applications.
- City staff will provide the contractor with all pertinent information for the firm to draft grant applications, sign off on final grant applications before submission and designate the firm as the point of contact for each grant application as appropriate.
- The City will maintain the role of awardee for all grant applications and adhere to any requirements as such.
- These services will be included in the monthly retainer for services outlined in Attachment A unless otherwise agreed upon by both parties.

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Special Event Application – MLK Parade

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY
The MLK Parade will be held on Monday, January 20, 2025 starting at 10:00 a.m. using the new parade route.

RECOMMENDATION
City Staff recommend approval of the Special Event Application for the MLK Parade.

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: Tracy Andrews

Address: PO Box 473, Chipley, FL 32428

Contact person: Tracy Andrews Phone: 850-326-9359 Fax: _____

E-mail: tlandrews1@gmail.com

Type of Event: Parade

Purpose of Event: MLK Parade

Location of Event: New Standard Parade Route Indoors/Outdoors

Date(s) & Time(s) of Event: January 20, 2025 @ 10:00 am

Amount of Liability Insurance: _____ (attach copy of policy)

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

Will food and nonalcoholic beverages be sold? No

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: _____

Are security and/or medical services provided? _____

Applicant Signature: Tracy Andrews Date: 10-25-24

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 MLK Parade 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 25th day of October, 20 24.

FIRM OR ORGANIZATION: Tracy Andrews

Tracy Andrews
Signature

Tracy Andrews
Print Name

Sherry Snell
Witness

Witness

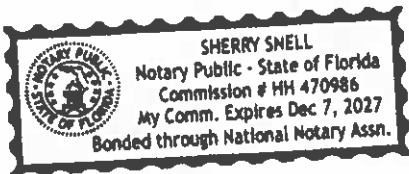
Sherry Snell
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Tracy Andrews, 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 25th day of October, 20 24.



Sherry Snell
Notary Public

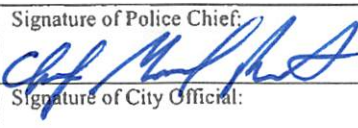


City of Chipley

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



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Tracy Andrews		Person in Charge: Tracy Andrews		Date: 10/25/2024
Address of Organization PO Box 473, Chipley, FL 32428			Telephone Number: 850-326-9359	
Title of Event: MLK Parade				
Date of Event: 01/20/2025	Starting Time of Event: 10:00 am	Duration of Event: 1 Hour	Actual Closing Time (Set up of barriers, Etc.)	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): New Standard Parade Route				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier: _____		Policy Effective Date: _____		
Coverage Amount: _____		(\$1,000,000 Minimum)		
Length of Coverage: _____		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route):				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief: 		Date Signed: 11-4-24
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Florida Commerce Rural Infrastructure Fund Grant No. D0190 - Citywide Drainage Study – Preliminary Engineering Report

MEETING DATEPREPARED BY

Tuesday, November 12, 2024Patrice Tanner, City Administrator

SUMMARY

Brent Melvin, Melvin Engineering, will discuss the Citywide Drainage Study – Preliminary Engineering Report. Once Council approves the study, it will be transmitted to the Florida Department of Commerce for close-out.

RECOMMENDATION

City Staff recommend approval of the Florida Commerce Rural Infrastructure Fund Grant No. D0190 - Citywide Drainage Study – Preliminary Engineering Report

ATTACHMENTS

1. Preliminary Engineering Report

Preliminary Engineering Report

For:
City of Chipley
Stormwater Drainage Study
(CHI22DS)

Prepared For:



MELVIN ENGINEERING

4428 Lafayette Street

Marianna FL 32446

Prepared by:

Prepared by:



Registered Business Number: RY28858

3010 W Azeele Street, Suite 150,

Tampa, FL 33609

Phone (813) 223-3919

April 2024

TABLE OF CONTENTS

TABLE OF CONTENTS.....	ii
LIST OF FIGURES.....	iii
LIST OF TABLES.....	iv
LIST OF APPENDICES	iv
1.0 INTRODUCTION.....	1
1.1 Project Scope	2
1.2 Report Limitations and Assumptions.....	2
2.0 BACKGROUND AND DATA COLLECTION	2
2.1 Location.....	2
2.2 FEMA Flood Maps	3
2.3 LiDAR Topographic Data	3
2.4 Field Investigations	3
2.5 Hand-held Camera Inspections.....	3
2.6 Coordination with Adjacent Projects.....	4
3.0 EXISTING CONDITIONS.....	4
3.1 Site Overview	4
3.2 Topography and Drainage Patterns.....	5
3.3 Land Cover and Vegetative Communities.....	6
3.4 Soil Characteristics	7
3.5 Summary of Field Investigation and Observations.....	7
4.0 PROPOSED IMPROVEMENTS	8
4.1 Griffin Road Ditch Area Improvements	8
4.2 Citywide Proposed Improvement Projects.....	8
5.0 CONCLUSIONS AND RECOMMENDATIONS.....	10
5.1 Recommendations for Future Studies	10
APPENDICES	12

LIST OF TABLES

<i>Table 1. Drainage Sub-Basins.....</i>	<i>5</i>
<i>Table 2. Major Land Use Categories</i>	<i>6</i>
<i>Table 3. Detailed Land Use Summary</i>	<i>6</i>
<i>Table 4. Soil Characteristics</i>	<i>7</i>
<i>Table 5. Individual Stormwater Improvement Locations</i>	<i>9</i>

LIST OF APPENDICES

APPENDIX A. EXHIBITS

APPENDIX B. PRELIMINARY DRAWINGS OF MITIGATION ACTION

APPENDIX C. GRIFFIN ROAD DITCH AREA IMPROVEMENT CONCEPT SHEETS

APPENDIX D. PROPOSED IMPROVEMENT CONCEPT WORKSHEETS

APPENDIX E. OPINION OF PROBABLE CONSTRUCTION COSTS

APPENDIX F. DRAINAGE CALCULATIONS

APPENDIX G. SITE VISITS AND PHOTOGRAPHS

[Intentionally left blank]

1.0 INTRODUCTION

The purpose of this Preliminary Engineering Report (PER) is to evaluate the existing stormwater infrastructure within the City of Chipley to identify feasible options to reduce flood stages to the greatest extent practical. Clearview Land Design, P.L., (Clearview) was tasked by David H. Melvin Engineering, Inc. (DHM) to develop this report as part of a contract with the City of Chipley (City) in conjunction with the City's agreement with the State of Florida, Department of Economic Opportunity (DEO) under the Rural Infrastructure Fund (RIF) grant program authorized under Section 288.0655, Florida Statutes (F.S.). Funds from this grant program may be awarded for infrastructure feasibility studies, design and engineering activities, and other infrastructure planning and preparation activities to facilitate timely response and induce the location or expansion of specific job creating opportunities in rural communities. The evaluation of existing conditions, identification of proposed improvements, and ultimately the reduction of flooding within the City of Chipley will support the viability of existing businesses and allow for the redevelopment and refurbishment of the downtown core.

The City of Chipley (City) is located in the northeastern corner of Washington County, Florida and is home to approximately 3,660 residents. Two major state roadway systems, US 90 (Jackson Avenue) and State Road 77 (Main Street), intersect near the center of the City which generally divide it into four quadrants. US 90 (State Road 10) runs east and west and State Road 77 runs north and south. According to the Florida Department of Transportation (FDOT) the average annual daily Traffic (AADT) for State Road 77 is 12,000 and the AADT for US 90 is 7,400. In addition, Interstate 10 (I-10) is located near the southern border of the City and runs east and west.

The City has identified serious and repeated flooding issues in specific areas around the City, with the problem areas being exacerbated by recent Hurricanes Michael in 2018 and Sally in 2020. A number of commercial and residential buildings within the City have suffered flood damage. Essential services and critical facilities were adversely impacted by these storms, including first responders and City Hall.

Consequently, the City is committed to identifying and implementing measures to reduce and mitigate the flooding issues in the downtown area to provide a safe evacuation route during natural disasters, reduce unsafe conditions for residents and businesses in the area, and provide an opportunity for sustainable economic growth.

The purpose of this report is to provide an evaluation of the existing conditions within the project area, identify the critical points of failure, and develop preliminary solutions to mitigate and reduce flood stages.

1.1 Project Scope

The purpose of this report is to facilitate the City of Chipley's planning, preparation, and ultimately financing of stormwater infrastructure project(s) to encourage job creation, capital investment, and the strengthening and diversification of rural economies. To that end, the report will include the following:

- Acquisition of background and project site data required to complete the study, including the existing topographic conditions and project boundary.
- Conducting field investigations to verify existing drainage patterns and stormwater infrastructure.
- Identification and description of stormwater drainage problems and infrastructure threats.
- Development of mitigation solutions, including conceptual engineering drawings, and the associated opinion of probable costs.

1.2 Report Limitations and Assumptions

This study was conducted under the following limitations and assumptions:

- All elevations shown in this report reference the North American Vertical Datum of 1988 (NAVD 88)
- To remain consistent with the Washington County Flood Insurance Study (FIS #12133CV000A) all hydraulic analysis in this study were based on unobstructed flow and are only valid if the hydraulic structures remain unobstructed, operate properly, and do not fail.
- The proposed mitigation solutions and associated conceptual drawings are based on the available data and subject to change based on additional survey data, availability of property, presences of underground utilities, and unforeseen conditions.
- Estimates on the opinion of the probable costs of construction for the described improvements are based upon the available information and previous project experience. Final project costs are a function of a variety of factors, such as the cost of land acquisition or easements, labor, materials or equipment, the Contractor's methods of determining bid prices, competitive bidding, and market or negotiating conditions.

2.0 BACKGROUND AND DATA COLLECTION

2.1 Location

The City of Chipley is located in northeastern Washington County, which is in the Florida Panhandle. The City has an area of 4.1 square miles, all land. The City is generally split by two major state roadway systems, US 90 and State Road 77, intersect near the center of the City

which generally divide it into four quadrants. Interstate 10 (I-10) intersects a small portion of the southern limit of the City.

2.2 FEMA Flood Maps

The Flood Insurance Rate Map (FIRM) for the site was obtained from the Federal Emergency Management Administration (FEMA) website. The project area is depicted on FEMA Community Panel 12133C 0070D & 0185D, with an effective date of July 4, 2011. There are Zone AE floodplains within the west and north City limits associated with Tributary 2 and 3 of Alligator Creek, as well as some Zone AE from Helms Branch on the east side of the City. The flood stages range from 75 to 102 feet NAVD88. There are also a number of unnumbered Zone A floodplains within the City. Please refer to Appendix A for the FEMA flood map exhibit for specific details.

2.3 LiDAR Topographic Data

This study utilized LiDAR data collected in 2017 by Dewberry for the Northwest Florida Water Management District (NFWFMD), project title Florida Lower Choctawhatchee. The Digital Elevation Model (DEM) was acquired from the National Oceanic and Atmospheric Administration (NOAA) Digital Coast: Data Access Viewer. The DEM and 1-foot contours derived from this data were used to assist in delineating the contributing drainage basin. The horizontal datum for the original data is Universal Transverse Mercator (UTM), Zone 16 North, North American Datum of 1983, adjustment 1999 (NAD 83/99), but was re-projected into State Plane Florida Fips North 0903. The vertical datum for the data is NAVD 88. A survey Report FL Lower Choctawhatchee NFWFMD Lidar 2017 B17 dated 9/11/2018 is included with this Report.

2.4 Field Investigations

Site visits were conducted to review and verify the conditions of the roadway, existing drainage patterns, extent of flooding, and to determine the effectiveness and feasibility of the proposed improvements. Field visits occurred both prior to and following record rainfall from Hurricane Sally in September 2020. Witness reports, photographs, and subsequent damage from this storm event are specifically noted in this report.

2.5 Hand-held Camera Inspections

Alternative survey techniques were used in select areas to verify the location, size, and disposition of the stormwater infrastructure (inlets, junctions, pipes, etc.). Photographs with Global Position System (GPS) latitude and longitudinal coordinates were taken to document the type, disposition, and location of stormwater infrastructure. In addition, limited camera inspection was used on structures with bolted lids or restricted access. Please refer to Appendix G for Site Visit and Photographs.

2.6 Coordination with Adjacent Projects

Although not directly adjacent to the City of Chipley, the City of Bonifay had a Stormwater Drainage Study completed in 2021 by DHM, which served as a reference for available data.

3.0 EXISTING CONDITIONS

3.1 Site Overview

The City of Chipley is located in the northeast corner of Washington County, Florida. Originally called "Orange", the City was renamed Chipley in 1882 for William Dudley Chipley, president of the Pensacola and Atlantic Railroad and Florida state senator from 1895 to 1897. The City comprises a total area of roughly 4.25 square miles, all land. In general, the climate of the City is characterized by long, warm, humid summers and mostly mild winters. The average annual rainfall is around 60 inches with the heaviest rainfall occurring from early March through April and mid-June through mid-September.

Two major state highways, US 90 and State Road 77, intersect near the center of the City and divide it into four quadrants. US 90 (State Road 10) runs east and west and State Road 77 (Main Street) runs north and south. In addition, Interstate 10 is located near the southern border of the City and runs east and west.

The City has historically experienced increasing difficulty with managing stormwater runoff. A significant contributor to this challenge is the natural topography of the City, which is located near the headwaters of multiple branches of Alligator Creek. Additionally, much of the City was developed before modern land development and stormwater management regulations and best management practices (BMPs). Consequently, the existing infrastructure is ill-equipped to handle stormwater runoff during high intensity/extreme precipitation events.

The City has identified flooding issues between North Railroad Avenue and West Jackson Avenue (US 90). This area contains a number of essential services such as the Fire Department, Police Department, City Hall, and Public Library. The Public Works Department and Wastewater Treatment Plant are also in this vicinity off of North Railroad Avenue. The system drains west to Alligator Creek and appears to have a number of hydraulic restrictions along the way. Additionally, there are a number of structures and roadways that are at a low enough elevation where the backwater effects from regional flooding of Alligator Creek can cause severe flooding. The damage from the severe weather events of Hurricane Michael in 2018 and Hurricane Sally in 2020 have further exacerbated the existing flooding problems.

In addition to the improvements in the main problem area, the City also identified reoccurring flooding issues in the following general vicinities:

- 5th Street and Glenwood Avenue (5th Street Basin Area)

- Bennett Drive between Coggin Avenue and East Church Avenue (Glenwood Basin)
- Gilbert Acres Neighborhood (Grace Basin)
- 5th Street and South Boulevard (South Boulevard Basin)
- Farm Bureau and Sinclair Avenue
- Coleman Avenue Ditch
- 4th Street between Wells Avenue and Forrest Avenue

The locations of these problem areas, and a sample of flooding photographs are included in Appendix G.

Accordingly, these areas are the focus of this study and development of recommended mitigation measures.

3.2 Topography and Drainage Patterns

The City of Chipley is generally situated approximately 3.5 miles upstream of the confluence of Alligator Creek and Holmes Creek. The elevation generally falls from the southeast to northwest, with elevations ranging from 68.5 to 177 feet NAVD88. Based on zonal statistics of the City limits, the average elevation is around 108 feet and the median is 102 feet.

There are three primary drainage basins within the City limits, which are Alligator Creek Tributary 2 (west City Boundary), Alligator Creek Tributary 3 (North City Boundary), and Helms Branch (east City Boundary). Also, a small portion of the southern City limits have closed drainage basins and/or small drainage systems that lead to Brock Mill Branch. All systems discharge to reach Alligator Creek, which reaches Holmes Creek, which ultimately discharges to the Choctawhatchee River Basin. Please refer to Appendix A for details regarding sub-basins and major outfalls.

Table 1. Drainage Sub-Basins

City Sub-Basins	Area (Acres)	Percent
Alligator Creek Trib 3	686.1	25.5
Alligator Creek Trib 2	982.8	36.6
Helms Branch Trib 2	335.7	12.5
Helms Branch Trib 1	207.7	7.7
Helms Brach	234.3	8.7
Brock Mill Branch	241.2	9.0
Total	2687.8	100

An exhibit showing the delineation of these areas is included in Appendix A.

3.3 Land Cover and Vegetative Communities

The major land use category within the City of Chipley is considered urban and built-up. Within that category, the major land use types are medium density residential and commercial services. The next major category is upland forest. Tables 2 and 3 below show a breakdown of the land use categories present in the City of Chipley.

Table 2. Major Land Use Categories

Land Use Class	Area	Percent
URBAN AND BUILT-UP	1680.6	62.5
AGRICULTURE	138.1	5.1
RANGELAND	56.3	2.1
UPLAND FOREST	485.3	18.1
WATER	10.8	0.4
WETLANDS	136.3	5.1
BARREN LAND	1.3	0.0
TRANSPORTATION, COMMUNICATION AND UTILITIES	179.1	6.7
Total	2687.8	100

Table 3. Detailed Land Use Summary

Land Use Type	Area (Acres)	Percent
Commercial and Services	333.2	12.4
Communications	1.4	0.1
Cropland and Pastureland	122.6	4.6
Disturbed Lands	1.3	0.0
Extractive	9.0	0.3
Herbaceous	26.6	1.0
Institutional	207.6	7.7
Mixed Rangeland	15.0	0.6
Open Land	103.8	3.9
Other Open Lands <Rural>	6.0	0.2
Recreational	41.0	1.5
Reservoirs	10.8	0.4
Residential High Density	20.7	0.8
Residential Low Density	216.2	8.0
Residential Medium Density	749.2	27.9
Shrub and Brushland	14.7	0.5
Transportation	116.1	4.3
Tree Crops	9.5	0.4
Tree Plantations	164.5	6.1

Land Use Type	Area (Acres)	Percent
Upland Coniferous Forests	38.1	1.4
Upland Hardwood Forests	158.2	5.9
Upland Mixed Forests	124.4	4.6
Utilities	61.7	2.3
Vegetated Non-Forested Wetlands	5.0	0.2
Wetland Coniferous Forests	20.3	0.8
Wetland Forested Mixed	63.7	2.4
Wetland Hardwood Forests	47.4	1.8
Total	2687.8	100

3.4 Soil Characteristics

Over two thirds of the City is Dothan Loamy Sand, which is classified as hydrologic soil group (HSG) C, non-hydric, and fairly well drained. The next highest soil types are Lynchburg Loamy Fine Sand (B/D), and Rains and Bayboro Soils Depressional (B/D). These soil types are classified as Somewhat to Very Poorly Drained. Table 4 shows the summary of HSG types within the City.

Table 4. Soil Characteristics

Soil Group	Area (acres)	Percent
Water	6.0	0.2
A	127.3	4.7
A/D	6.3	0.2
B	44.7	1.7
B/D	529.8	19.7
C	1929.4	71.8
C/D	12.3	0.5
D	32.0	1.2
Total	2687.8	100

3.5 Summary of Field Investigation and Observations

Site visits were conducted on multiple occasions from April 2023 to April 2024. Selective topographic survey was obtained by Southeastern Surveyors in October 2023. Data was collected to review and verify the conditions of the roadway, existing drainage patterns, and extent of flooding. Please refer to the drainage maps in Appendix A and the photographs in Appendix G for additional information. A map of the survey points and identified stormwater structures is included as a deliverable and an exhibit is included in Appendix A.

4.0 PROPOSED IMPROVEMENTS

The proposed improvement projects identified in this section were developed through a process that included discussions with City Staff and review of the existing conditions. A variety of potential improvements were considered to reduce or mitigate flooding within the project area. In general, these alternatives focused on the two primary areas of stormwater management: conveyance and storage. Through discussion with the City, the Griffin Road Area was identified as the number one priority and was therefore evaluated in further detail. The proposed improvement concept is detailed in plan and profile sketches and a detailed opinion of probable cost, which are both located in Appendix C. Separately, 27 locations were identified by the City as problem areas for potential improvements. A summary table for these improvements, including description and Opinion of probable construction cost are included within this section. One-page summaries for each of these improvements, including conceptual improvement sketches, are included in Appendix D. Relevant supporting calculations are in Appendix F, and detailed Opinion of Probable Costs are in Appendix E.

4.1 Griffin Road Ditch Area Improvements

The proposed Griffin Road Ditch Area improvement project extends from Chipley City Hall property and west out past Griffin Road, ending at the Florida Gulf & Atlantic Railroad Trestle. The project consists of a combination of ditch and culvert improvements to improve conveyance capacity along the ditch to the confluence with Alligator Creek.

The project elements include:

- Realignment of the ditch to shorten ditch length and increase channel bed slope.
- Excavate and reshape ditch to improve conveyance capacity and improve channel slope.
- Replace and upsize culverts on Griffin Road and the Townbro LLC driveway.

The proposed improvements are detailed in Griffin Road Ditch Realignment Plan and Profile Concept Sheets in Appendix C. The opinion of probable construction cost is \$2,567,000, which is also detailed in Appendix C.

The proposed improvements focus on improving conveyance during extreme rainfall events to provide flood damage reduction benefits. The primary permissibility items for consideration are demonstration of no adverse impacts in stages and limiting or mitigating any wetland impacts from the ditch realignment.

4.2 Citywide Proposed Improvement Projects

A total of 27 locations were identified and prioritized by the City as problem areas for potential improvements. One-page summaries for each of these improvements, including conceptual improvement sketches, are included in Appendix D. The supporting calculations are in Appendix

D, and detailed Opinion of Probable Costs are in Appendix F. Please note that the cost presented in Table 5 are based on the conceptual mitigation plans and do not include costs for general construction items, such as mobilization, nor do they include professional design and inspection services.

Table 5. Individual Stormwater Improvement Locations

Priority ID	Projects	OPCC
A1	GRIFFIN ROAD DITCH REMEDIATION	\$ 1,416,000
A2	GRIFFIN ROAD REPLACE EXISTING CULVERTS	\$ 430,000
A3	GRIFFIN ROAD WEST DITCH REMEDIATION	\$ 195,250
B1	NORTH RAILROAD AVENUE OUTFALL DITCH	\$ 2,010,500
B2	NORTH RAILROAD CROSS DRAIN & DITCH REMEDIATION	\$ 329,250
B3	NORTH RAILROAD CROSS DRAIN RESTORATION	\$ 625,895
C	SOUTH RAILROAD AVENUE DITCH REMEDIATION	\$ 132,735
D	WATTS AVENUE CROSS DRAIN, DITCH, AND OUTFALL	\$ 75,000
E1	OLD HIGH SCHOOL SITE STORM SYSTEM REHABILITATION	\$ 325,700
E2	OLD HIGH SCHOOL SITE STORMWATER MANAGEMENT FACILITY	\$ 159,900
F1	GILBERT ACRES NEW STORM SYSTEM OUTFALL	\$ 43,300
F2	EZY GLIDE INC DITCH REMEDIATION	\$ 101,375
G1	BENNETT DRIVE SIDE DRAIN REHABILITATION	\$ 174,906
G2	DEERMONT CIRCLE STORM SEWER REROUTE	\$ 67,000
H1	2ND STREET CROSS DRAIN AND DITCH IMPROVEMENTS	\$ 32,550
H2	2ND STREET CROSS DRAIN IMPROVEMENTS	\$ 290,750
I	GLENWOOD AVENUE CROSS DRAIN & DITCH IMPROVEMENTS	\$ 514,250
J	5TH STREET OUTFALL PIPE	\$ 27,250
K1	1ST STREET CROSS DRAIN REHABILITATION	\$ 187,000
K2	1ST STREET CROSS DRAIN REHABILITATION	\$ 90,750
L	MARTIN LUTHER KING DRIVE OUTFALL IMPROVEMENT	\$ 118,500
M	US 90 AND SINCLAIR AVENUE CULVERT CLEANING	\$ 145,400
N	COLEMAN AVENUE DITCH IMPROVEMENTS	\$ 276,500
O	4TH STREET BETWEEN WELLS AVENUE AND FOREST AVENUE	\$ 290,750
P	4TH STREET & GLENWOOD AVENUE DRAINAGE IMPROVEMENTS	\$ 72,700
Q	5TH STREET & SOUTH BLVD. DRAINAGE IMPROVEMENTS	\$ 1,416,000

[Intentionally left blank]

5.0 CONCLUSIONS AND RECOMMENDATIONS

The City of Chipley Stormwater Drainage Study has undertaken a comprehensive analysis to address critical flooding issues that threaten the community's safety, economic stability, and environmental health. Our findings underscore the pressing need for infrastructural improvements to mitigate flooding risks, enhance stormwater management, and support the City's vision for sustainable development. This report has identified key problem areas, proposed viable engineering solutions, and outlined a strategic approach to prioritize projects based on urgency, impact, and cost-effectiveness.

The proposed improvements, spanning conveyance enhancements and storage solutions, are designed to reduce flood stages and protect critical infrastructure and residential areas from future storm events. These measures, coupled with ongoing maintenance and monitoring, lay the groundwork for a resilient stormwater management system in Chipley.

5.1 Recommendations for Future Studies

The recommendations for future studies presented herein are designed to build on the foundational work of this report, addressing emerging challenges, leveraging innovative solutions, and fostering a collaborative approach to stormwater management. With a commitment to continuous improvement and adaptive management, the following recommendations seek to guide the city towards a more resilient and sustainable community that protects the public and environment:

- **Citywide Hydrologic and Hydraulic Modeling:** Develop a detailed citywide model that is calibrated and validate to establish current flood conditions. This model will help direct future stormwater capital improvements and be utilized as a tool to refine the design of proposed improvements and ensure they are optimized for the unique challenges of each basin area.
- **Climate Change Adaptation Strategy:** With the increasing unpredictability of weather patterns, it is imperative to incorporate climate change projections into stormwater management planning. The Citywide model can be used to incorporate increased rainfall volume and intensity to lead future studies that assess the resilience of Chipley's stormwater infrastructure against more extreme weather scenarios.
- **Community and Stakeholder Engagement:** Engage with the community and stakeholders in the planning and implementation phases of stormwater projects. Their insights can provide valuable inputs on local issues, priorities, and opportunities for collaboration.

- **Monitoring and Evaluation:** Implement a robust monitoring and evaluation program to assess the effectiveness of completed projects and conditions of existing assets. This will provide critical feedback for continuous improvement and inform the design of future initiatives.
- **Funding and Financing Strategies:** Continue to explore diverse funding and financing options to support the implementation of stormwater projects. This includes federal and state grants, public-private partnerships, and innovative financing mechanisms like stormwater utility fees.

By addressing these recommendations, the City of Chipley can ensure a proactive, adaptive, and integrated approach to stormwater management, safeguarding its residents and securing its future against the challenges of flooding and climate change.

[Intentionally left blank]

APPENDICES

APPENDIX A

EXHIBITS

Figure 1 Project Location

Figure 2 Historical Aerial

Figure 3 Topography

Figure 4 Soils

Figure 5a Level 2 Land use

Figure 6b Level 3 Land use

Figure 7 Wetlands

Figure 8 FEMA Flood Hazard

Figure 9 National Hydrography Dataset

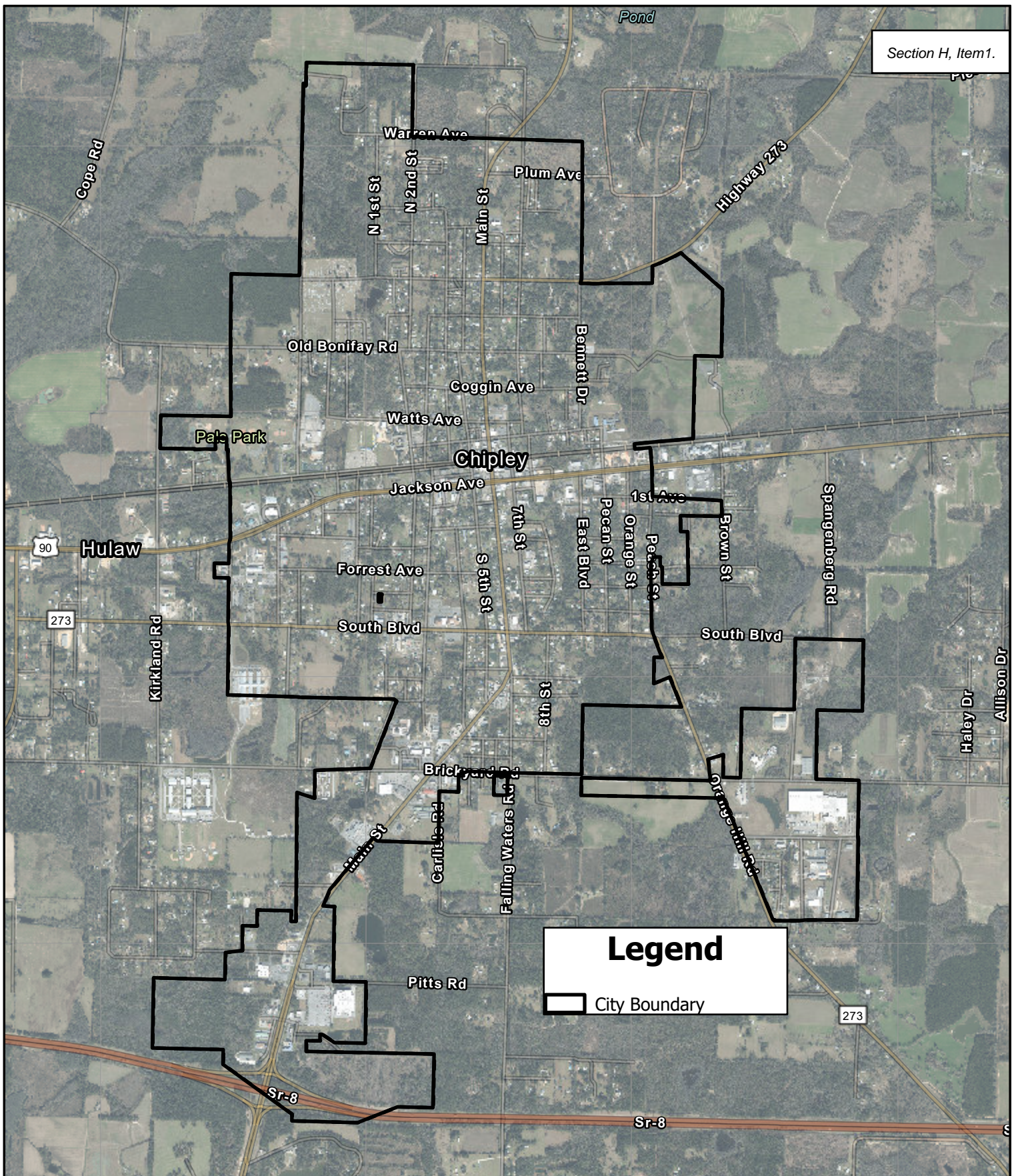
Figure 10 Field Survey

Figure 11 Drainage Catchments

Figure 12 City Sub-Basins

Figure 13 Facilities

Figure 14 Proposed Projects



<p>Clearview LAND DESIGN, P.L.</p> <p>3010 W. Azeele Street Suite 150 Tampa, FL 33609 (813) 223-3919</p>	<p>HOLMES JACKSON VALTON WASHINGTON BAY CALHOUN</p>	<p>CLIENT DHM MELVIN ENGINEERING</p> <p>PROJECT PRELIMINARY ENGINEERING REPORT CITY OF CHIPLEY STORMWATER DRAINAGE STUDY</p> <p>FIGURE TITLE Figure 1 Project Location</p>	<p>NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020</p> <p>MAP DATE: 7/12/2019</p> <p>129</p>
---	---	---	--



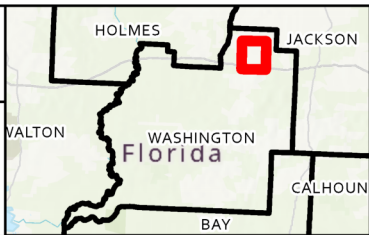
Section H, Item1.

CPT-2N 87

Legend



Clearview
LAND DESIGN, P.L.
3010 W. Azeele Street Suite 150
Tampa, FL 33609 (813) 223-3919



CLIENT
**DHM
MELVIN ENGINEERING**

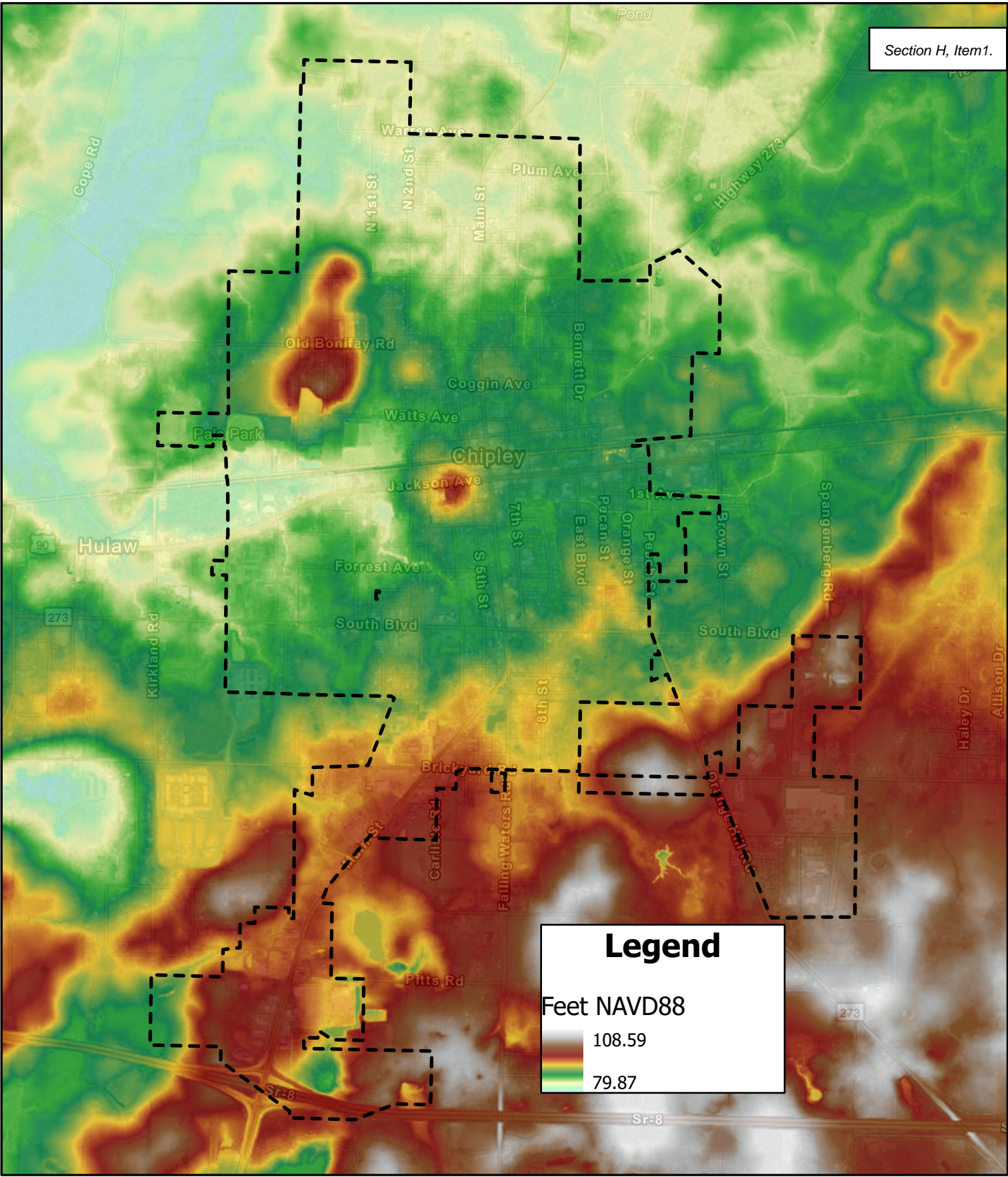
PROJECT
**PRELIMINARY ENGINEERING REPORT
CITY OF CHIPLEY STORMWATER DRAINAGE STUDY**

FIGURE TITLE
Figure 2 Historical Aerial 1955

NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020

MAP DATE:
7/12/2013

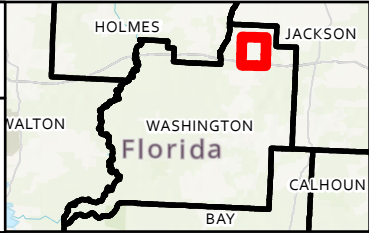
130



0 600 1,200 2,400
Feet

Clearview
LAND DESIGN, P.L.

3010 W. Azeele Street Suite 150
Tampa, FL 33609 (813) 223-3919



CLIENT
**DHM
MELVIN ENGINEERING**

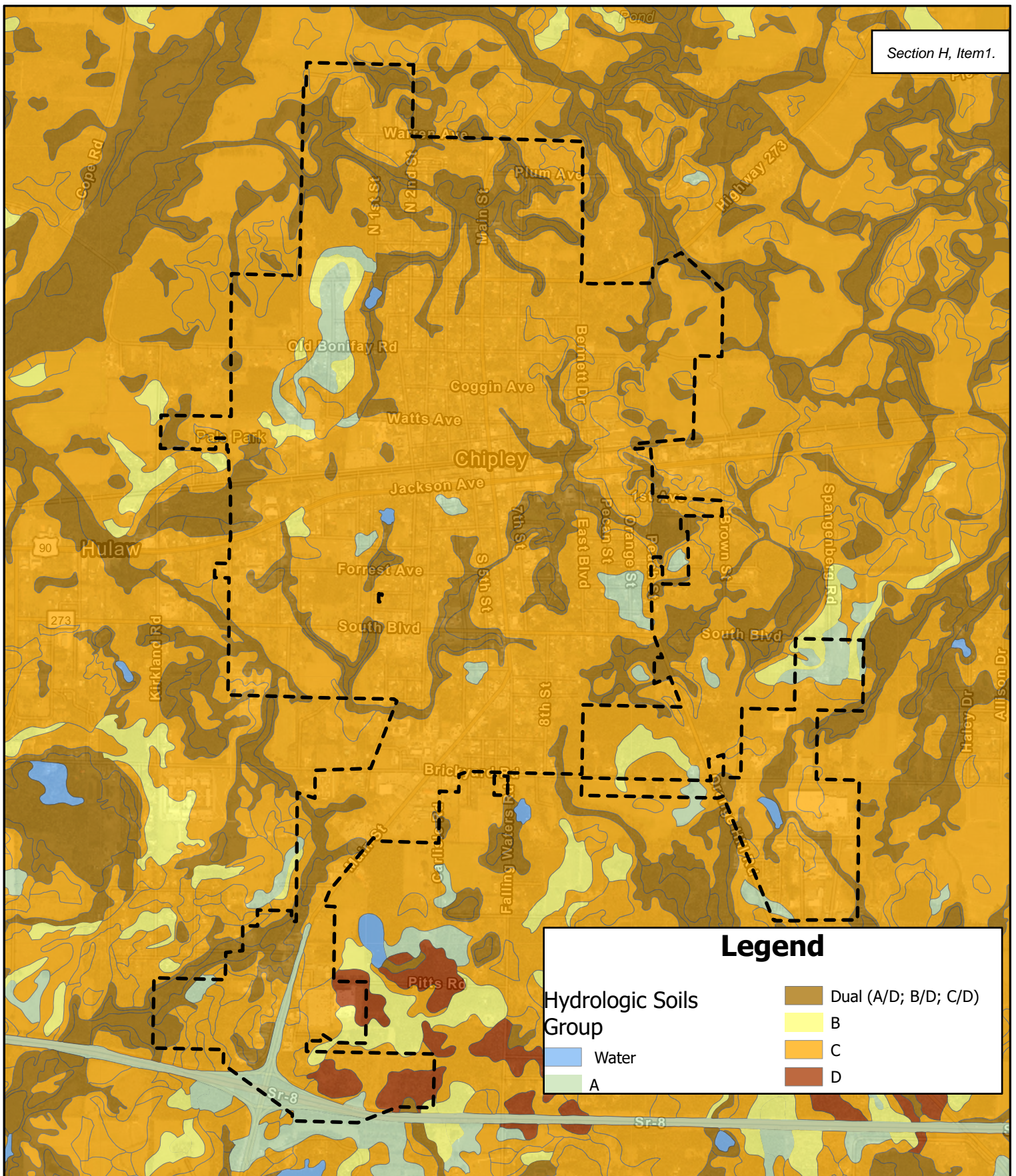
PROJECT
**PRELIMINARY ENGINEERING REPORT
CITY OF CHIPLEY STORMWATER DRAINAGE STUDY**

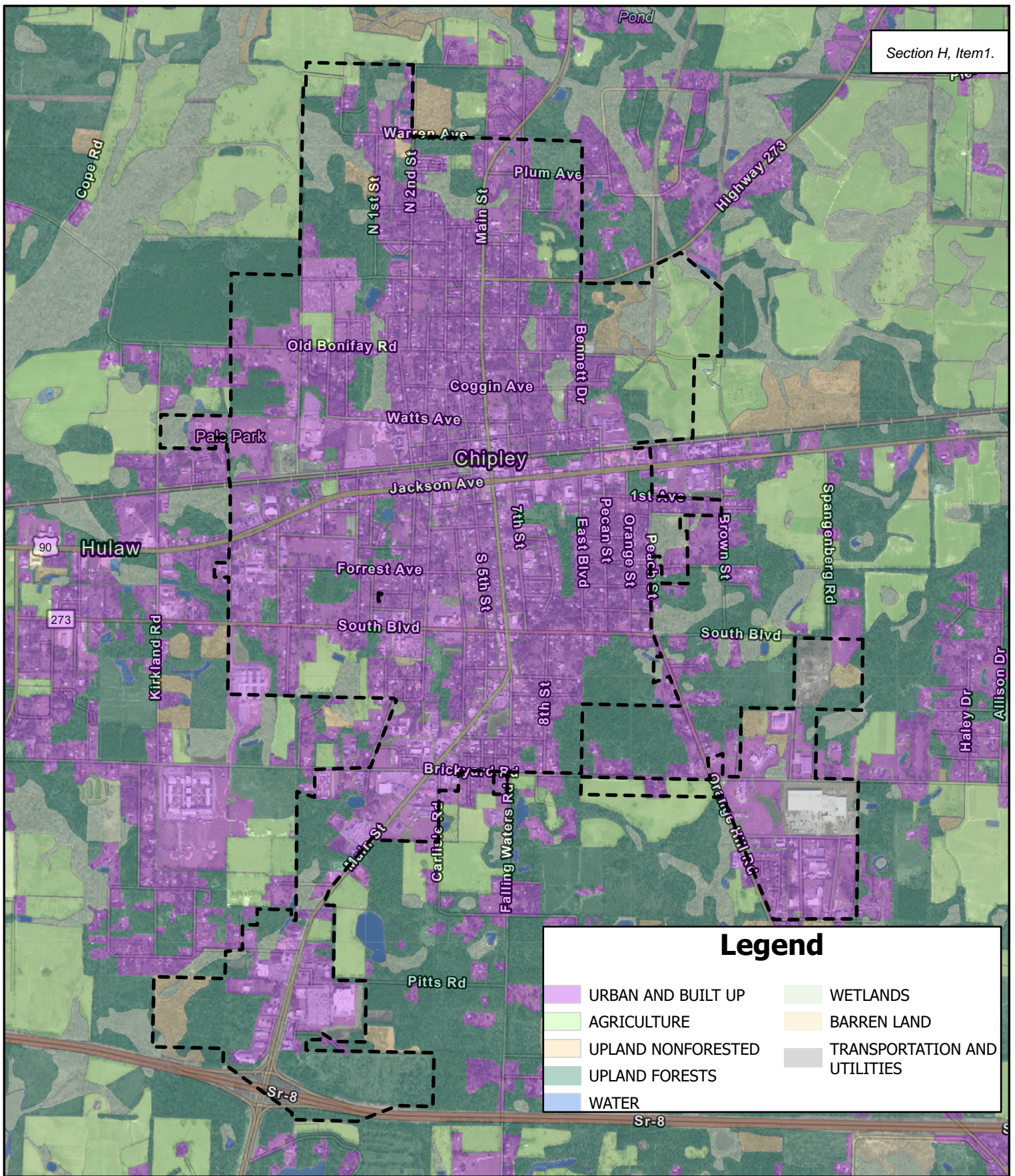
FIGURE TITLE
Figure 3 Topography

NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020

MAP DATE: 7/12/2020

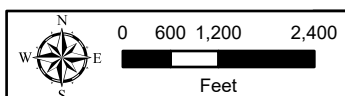
131



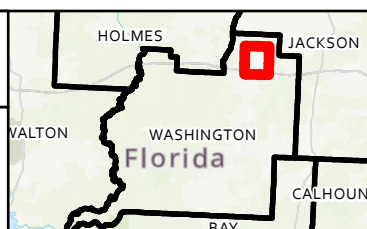


Legend

URBAN AND BUILT UP	WETLANDS
AGRICULTURE	BARREN LAND
UPLAND NONFORESTED	TRANSPORTATION AND UTILITIES
UPLAND FORESTS	
WATER	



Clearview
LAND DESIGN, P.L.
3010 W. Azele Street Suite 150
Tampa, FL 33609 (813) 223-3919



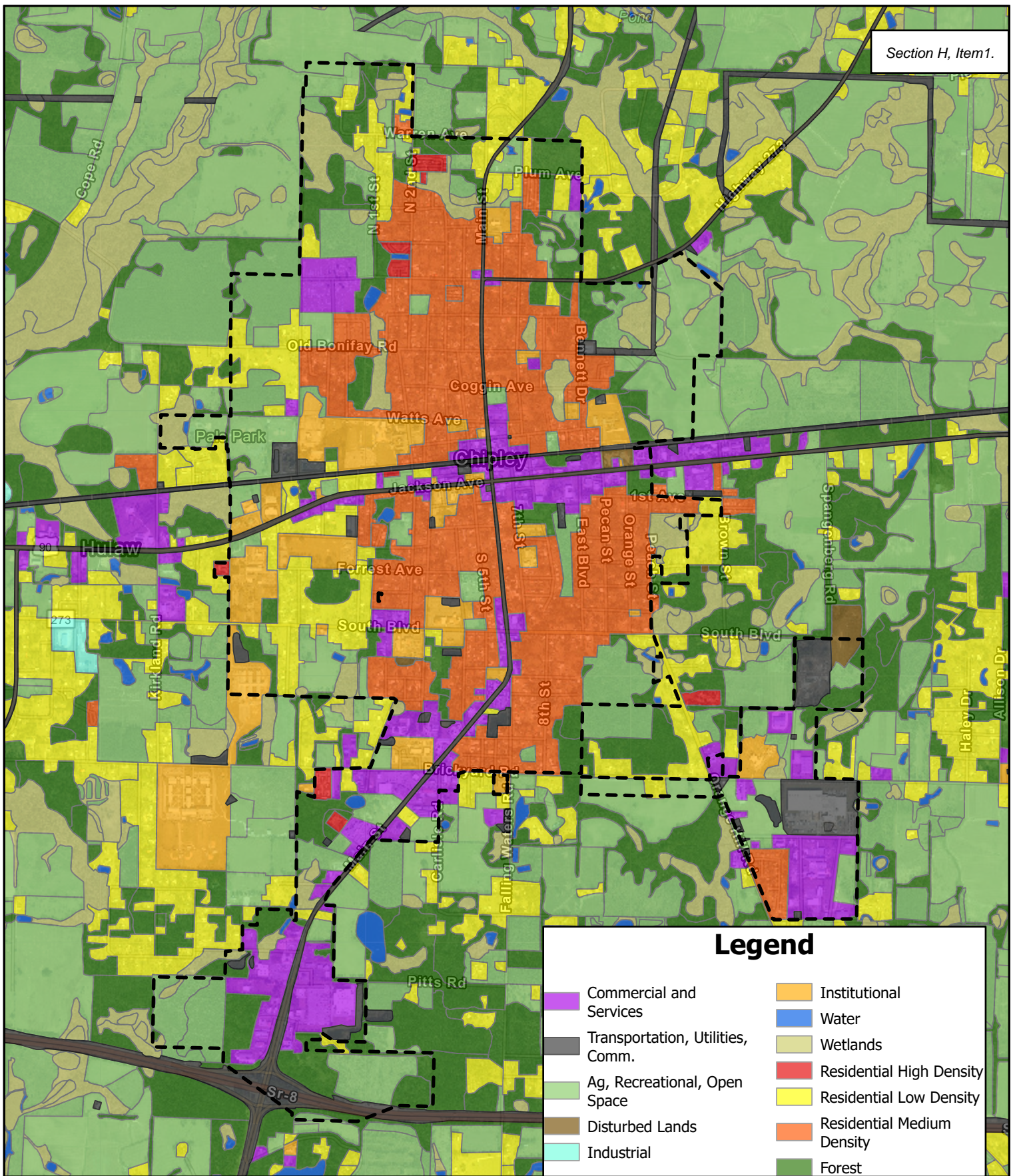
CLIENT
DHM
MELVIN ENGINEERING

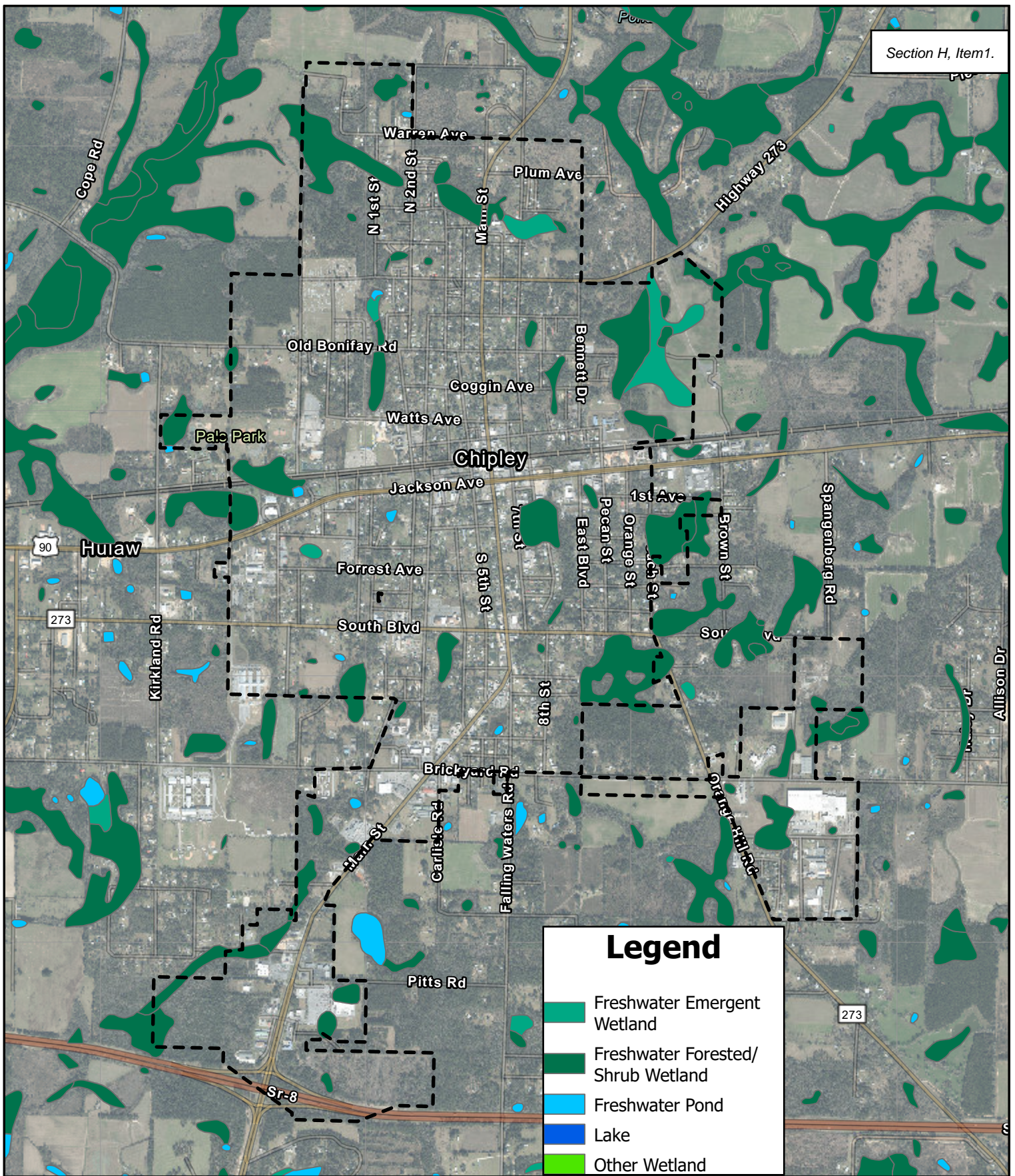
PROJECT
PRELIMINARY ENGINEERING REPORT
CITY OF CHIPLEY STORMWATER DRAINAGE STUDY

FIGURE TITLE
Figure 5a Landuse

NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020

MAP DATE: 7/12/2013 133

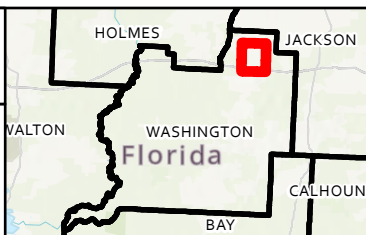




0 600 1,200 2,400
Feet

Clearview
LAND DESIGN, P.L.

3010 W. Azeele Street Suite 150
Tampa, FL 33609 (813) 223-3919



CLIENT
DHM
MELVIN ENGINEERING

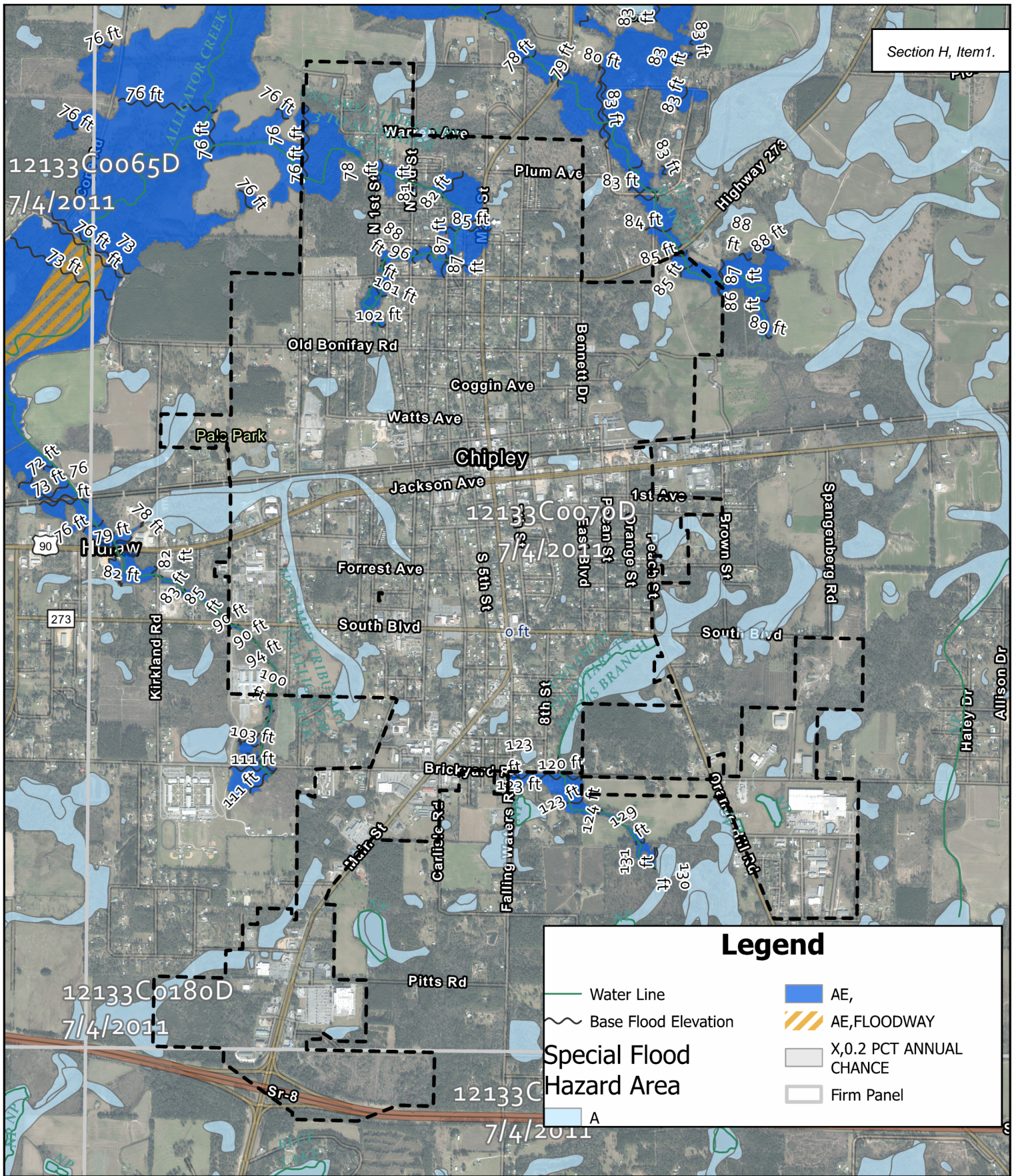
PROJECT
PRELIMINARY ENGINEERING REPORT
CITY OF CHIPLEY STORMWATER DRAINAGE STUDY

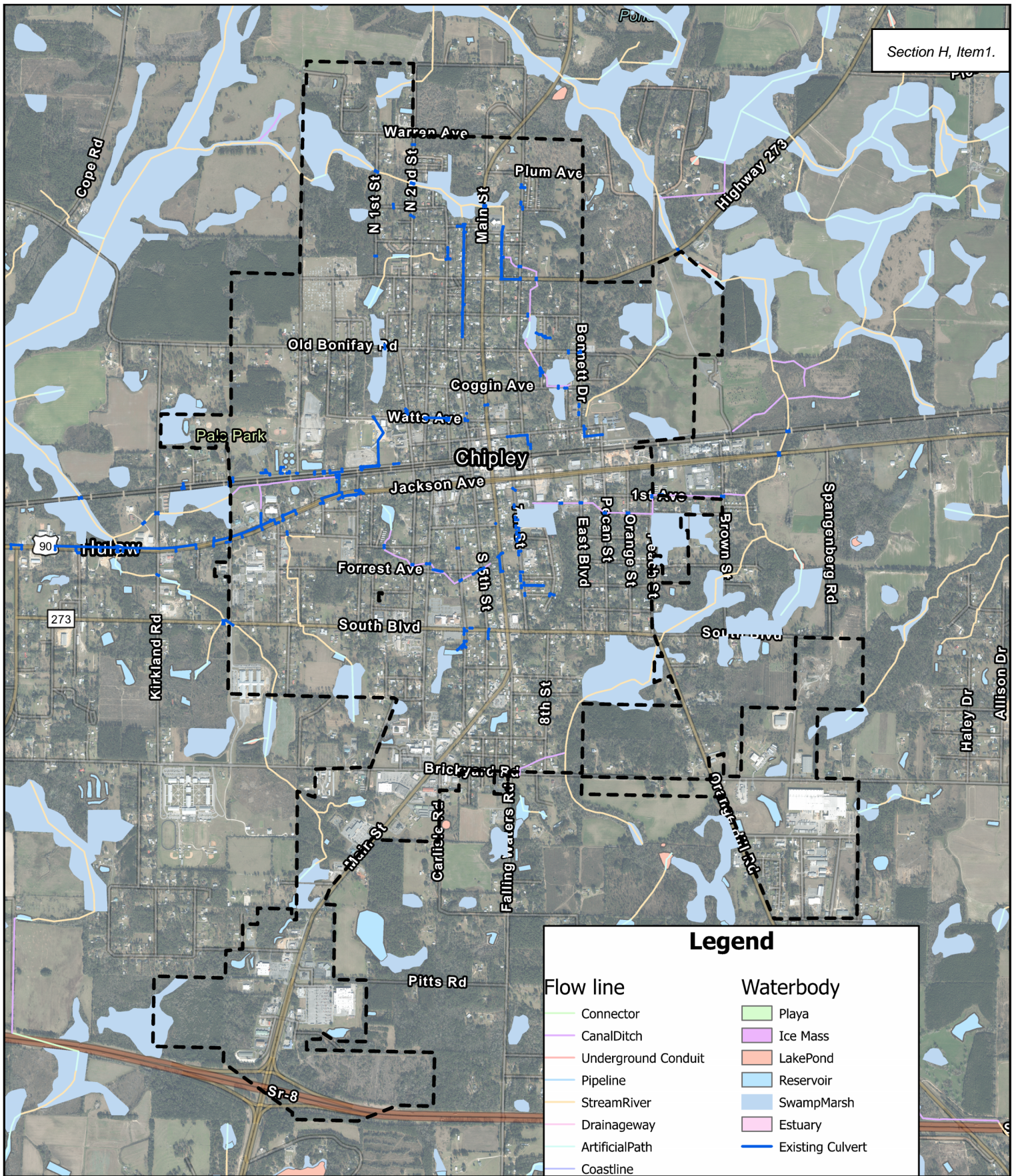
FIGURE TITLE
Figure 6 Wetlands

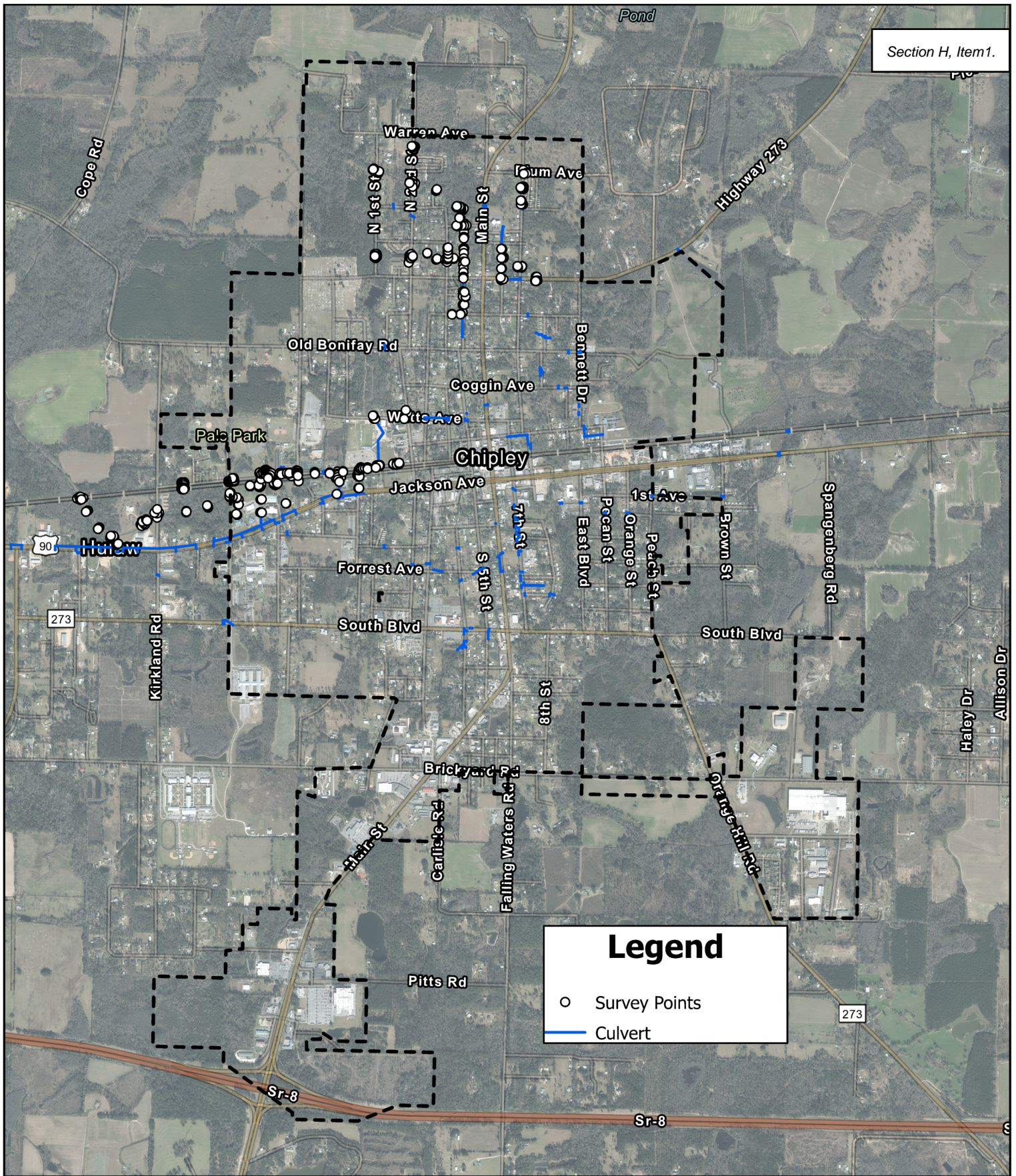
NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020

MAP DATE: 7/12/2015

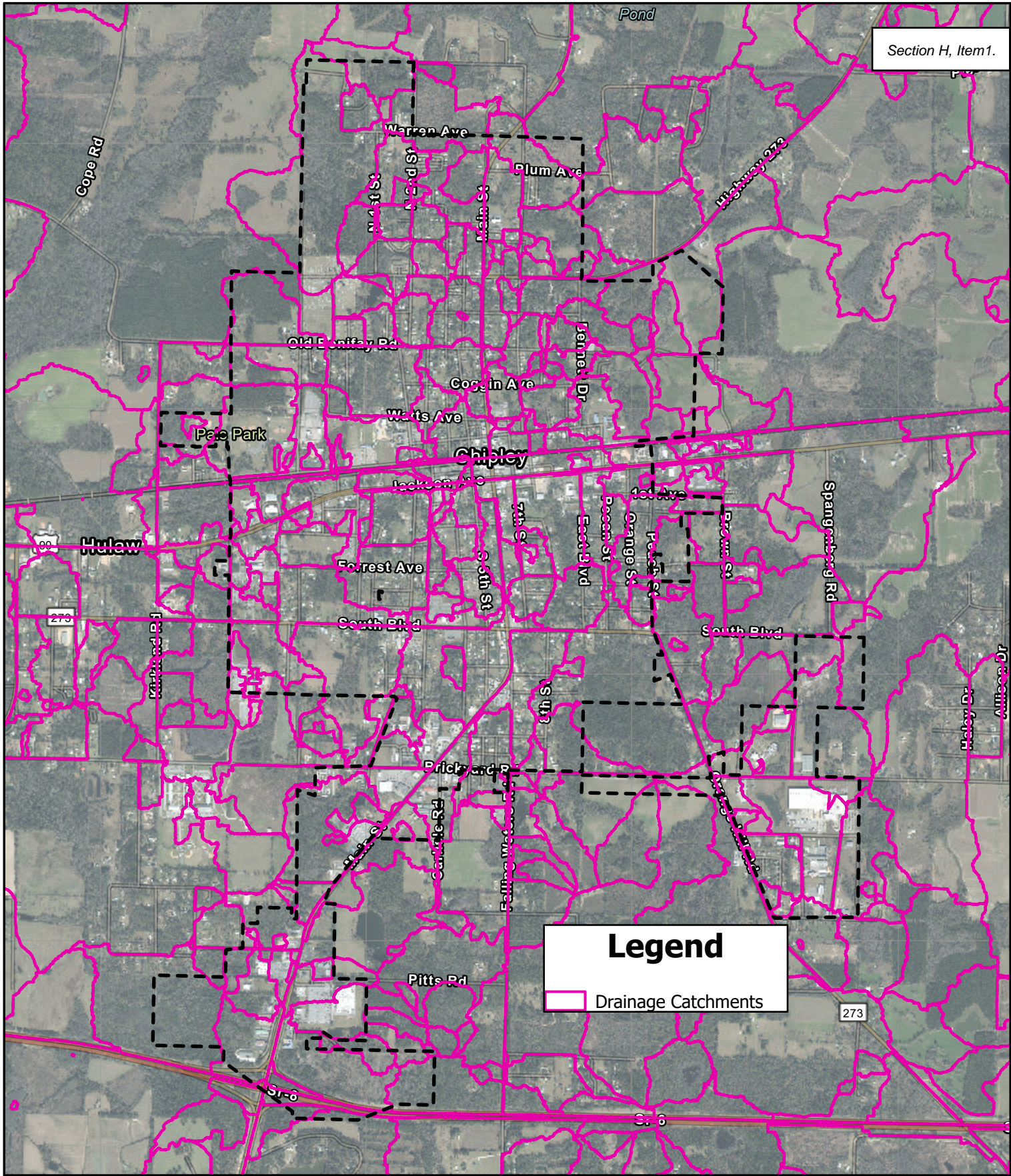
135





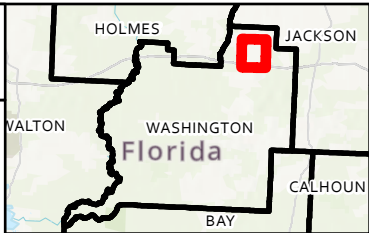


 Clearview LAND DESIGN, P.L. 3010 W. Azeele Street Suite 150 Tampa, FL 33609 (813) 223-3919		CLIENT DHM MELVIN ENGINEERING PROJECT PRELIMINARY ENGINEERING REPORT CITY OF CHIPLEY STORMWATER DRAINAGE STUDY FIGURE TITLE Figure 9 Field Survey	NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020 MAP DATE: 7/12/2018
--	--	--	---



Clearview
LAND DESIGN, P.L.

3010 W. Azeele Street Suite 150
Tampa, FL 33609 (813) 223-3919

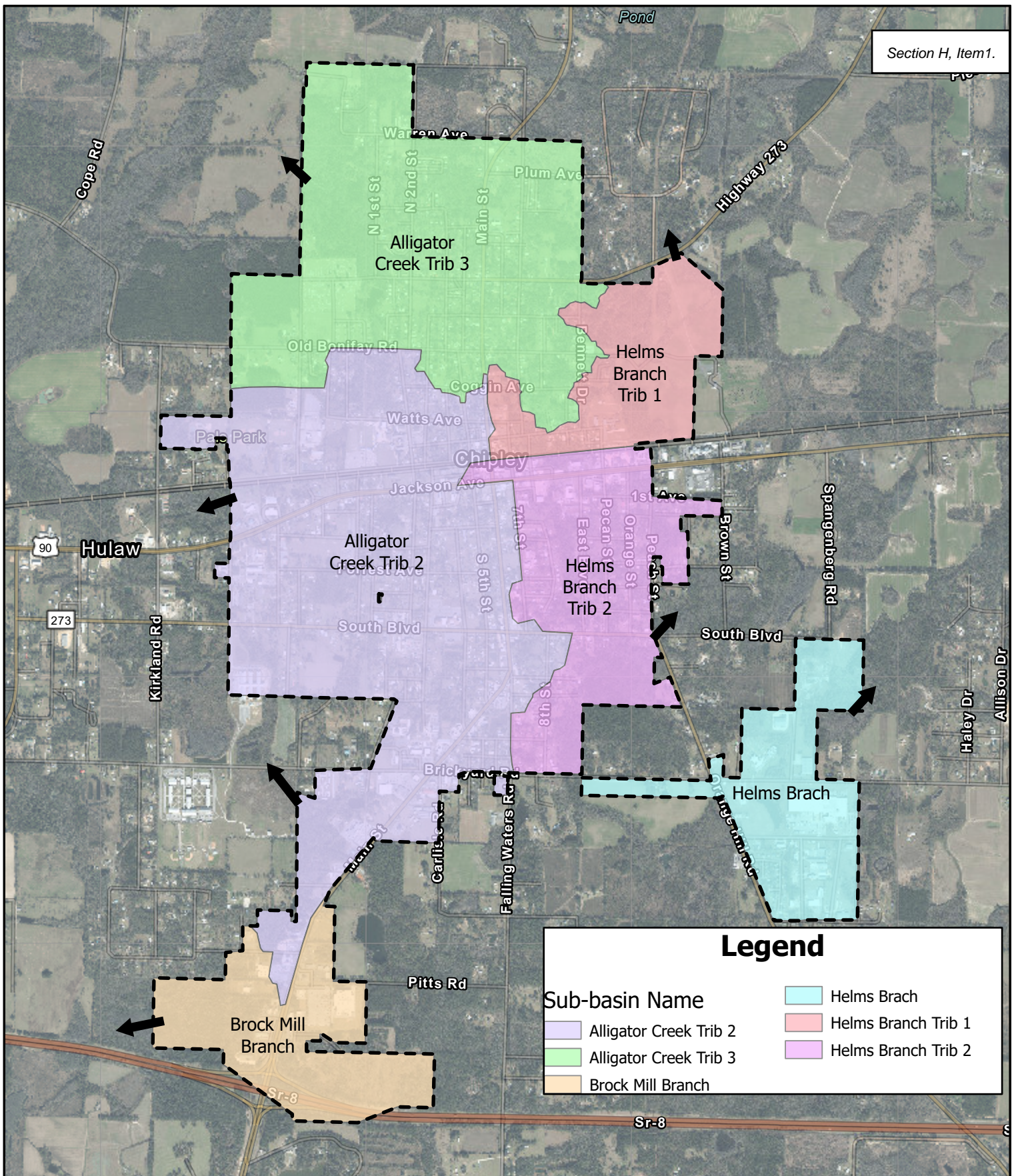


CLIENT	DHM MELVIN ENGINEERING
PROJECT	PRELIMINARY ENGINEERING REPORT CITY OF CHIPLEY STORMWATER DRAINAGE STUDY
FIGURE TITLE	Figure 10 Drainage Catchments

NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020

MAP DATE: 7/12/2019

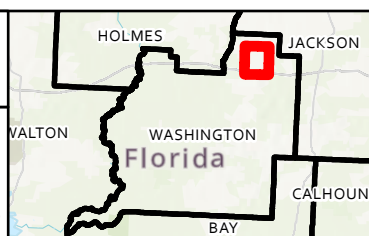
139



0 600 1,200 2,400
Feet

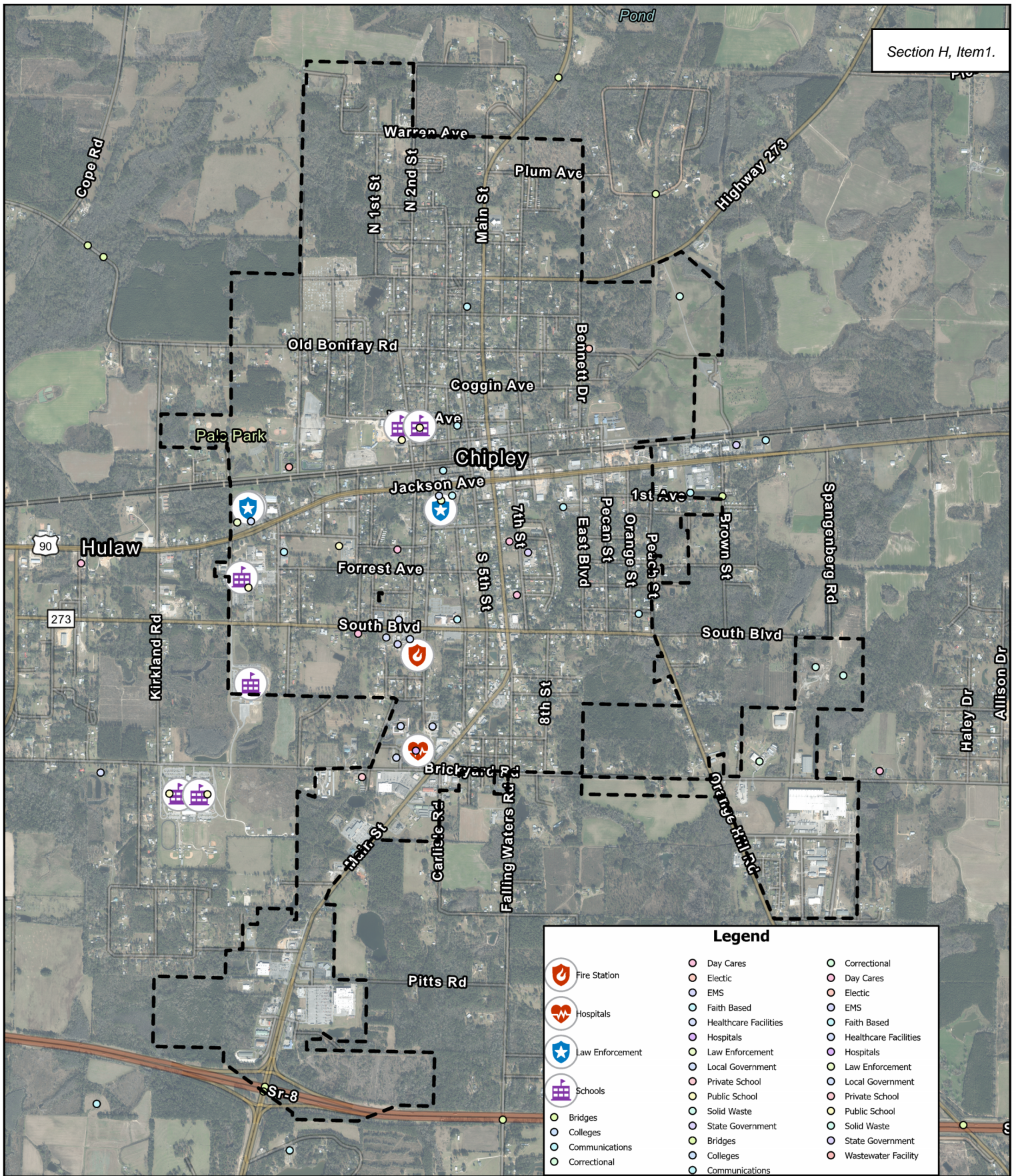
Clearview
LAND DESIGN, P.L.

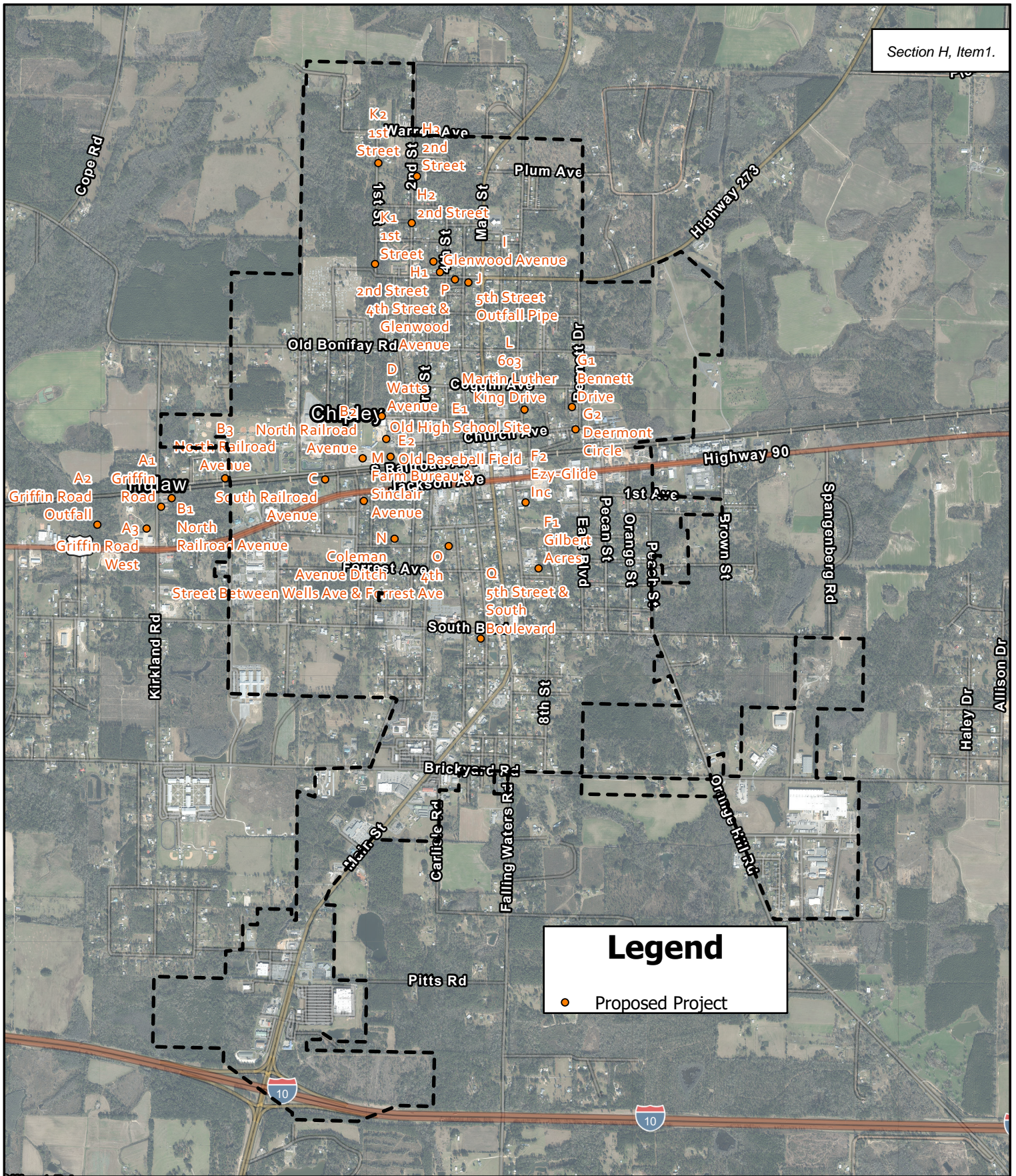
3010 W. Azeele Street Suite 150
Tampa, FL 33609 (813) 223-3919





CLIENT	DHM MELVIN ENGINEERING
PROJECT	PRELIMINARY ENGINEERING REPORT CITY OF CHIPLEY STORMWATER DRAINAGE STUDY
FIGURE TITLE	Figure 11 City Sub-Basins

NOTE: Clearview Land Design, P.L., or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020
MAP DATE: 7/12/2021
140





 <p>Clearview LAND DESIGN, P.L.</p> <p>3010 W. Azeele Street Suite 150 Tampa, FL 33609 (813) 223-3919</p>		<p>CLIENT DHM MELVIN ENGINEERING</p> <p>PROJECT PRELIMINARY ENGINEERING REPORT CITY OF CHIPLEY STORMWATER DRAINAGE STUDY</p> <p>FIGURE TITLE Figure 13 Proposed Projects</p>	<p>NOTE: Clearview Land Design, P.L. or Pasco County make no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Aerial: Esri, 2020</p> <p>MAP DATE: 4/19/2014</p> <p>142</p>
--	---	---	--

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Connections Worship Center – Blessing Box Discussion

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY

Connections Worship Center, located in the old Dollar General on SR 77, would like to place a Blessing Box on the grass behind the building at the city parking lot.

RECOMMENDATION

Discussion.

ATTACHMENTS

1. Blessing Box Flyer



Blessing Box

Items you may see in a blessing box.

- Soup
- Pasta
- Cereal
- Canned Vegetables
- Boxed Dinners
- Deodorant
- Toothpaste
- Toothbrushes
- Shampoo

What is a blessing box?

A blessing box is a "Little Free Pantry" which provides nonperishable food items as well as hygiene items to residents when they need them. Items can be taken at any time as needed and items can be placed in a box at any time. While anyone in the community can replace items at any time it is a part of the desired outreach program of the Connections Worship Center to make this an ongoing mission especially for our youth.

Connections Worship
Center

823 Main Street

Chipley, FL 32428

850-849-0050

Shane Martin, Pastor

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Opioid Use Disorder Recovery Management Program – Pancare - Valorie Hall

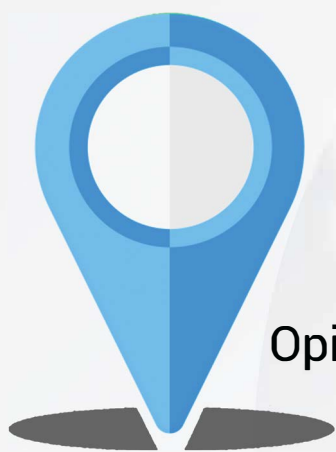
MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY
Valorie Hall, PanCare, will discuss their Opioid Use Disorder Recovery Management Program, Mental Health & Substance Use Trainings, and the PanCare Drug Drop Off Kiosk Locations.

RECOMMENDATION
Discussion.

ATTACHMENTS

- 1. Starting Point
- 2. Mental Health & Substance Use Trainings
- 3. PanCare Drug Drop Off Kiosk Locations



Startingpoint

Opioid Use Disorder Recovery Management Program

Connecting Rural Communities with Resources for Opioid Use Disorder

Wrap-around support is provided through case management, linkage to care, motivational peer coaching, behavioral health services, and resource identification to promote lasting success for participants and their families.

Case Management

- + Develop Individualized Treatment Plan
- + Assist Participants and their Support System
- + Provide Diverse Care Options and Resources
- + Monitor and Evaluate Participant Progress
- + Link Participants with Treatment Options
- + Manages Multi-organization Transitions
- + Identify Ways to Overcome Barriers to Treatment

Recovery Coaching

- + Personalized Recovery Experience
- + Participant Care Plan Navigation
- + Encourage Open and Consistent Communication
- + Collaborate with Program Case Manager
- + Goal-focused Achievement
- + Peer Recovery Support
- + Available for Local Support

Narcan available at no cost, please call the number below for more information.

Serving Calhoun, Franklin, Gulf, Jackson, Liberty, and Washington Counties.

850.215.5111



PAN CARE
OF FLORIDA, INC.

Mental Health & Substance Use Trainings

PanCare's RCORP programs provide education and training to the community, covering factors that increase the risk of health issues and conditions related to substance use and mental health.

What We Offer

Evidenced based mental health and substance use trainings at little to no cost for a variety of audiences in the rural communities to enhance education, increase knowledge of resources, and assistance making referrals.

Trainings are tailored to fit the needs of community health providers, community organizations, first responders and community members.

Community Trainings

- Helping people understand mental health and substance use issues.
- Working to give you tools to find local resources, affordable insurance and free naloxone.
- Adult and Youth Mental Health First Aid (Certification Offered)- 8 hours(combined)
- Adverse Childhood Effects (ACE's) - 30 minutes
- Early Signs and Symptoms of Mental Health Challenges- 30 minutes
- De-Escalation- 30 minutes
- Suicide Awareness- 45 minutes
- Motivational Interviewing- 120minutes
- Mindfulness training- 60 minutes
- ABC's Of Insurance - 30 minutes
- Naloxone training- 30 minutes

Provider Trainings

Offering education for providers, managers and supervisors looking to enhance knowledge and recognition of mental health and substance use issues.

- Medication Assisted Treatment (MAT) training - 45 minutes
- Stigma and the Negative Impact on Substance Use Recovery- 45minutes
- Naloxone training- 30 minutes
- Substance and Opioid Use Prevention training
- Adult and Youth Mental Health First Aid (Certification Offered)-8 hours(combined)
- De-Escalation- 30 minutes
- Suicide Awareness- 30 minutes
- Motivational Interviewing- 120 minutes
- Mindfulness training- 60 minutes

Serving: Calhoun, Franklin, Gulf,
Jackson, Liberty, Walton and
Washington Counties

Contact Us

All trainings are offered in person, virtually,
and on the behavioral health mobile clinic.



850-215-5111



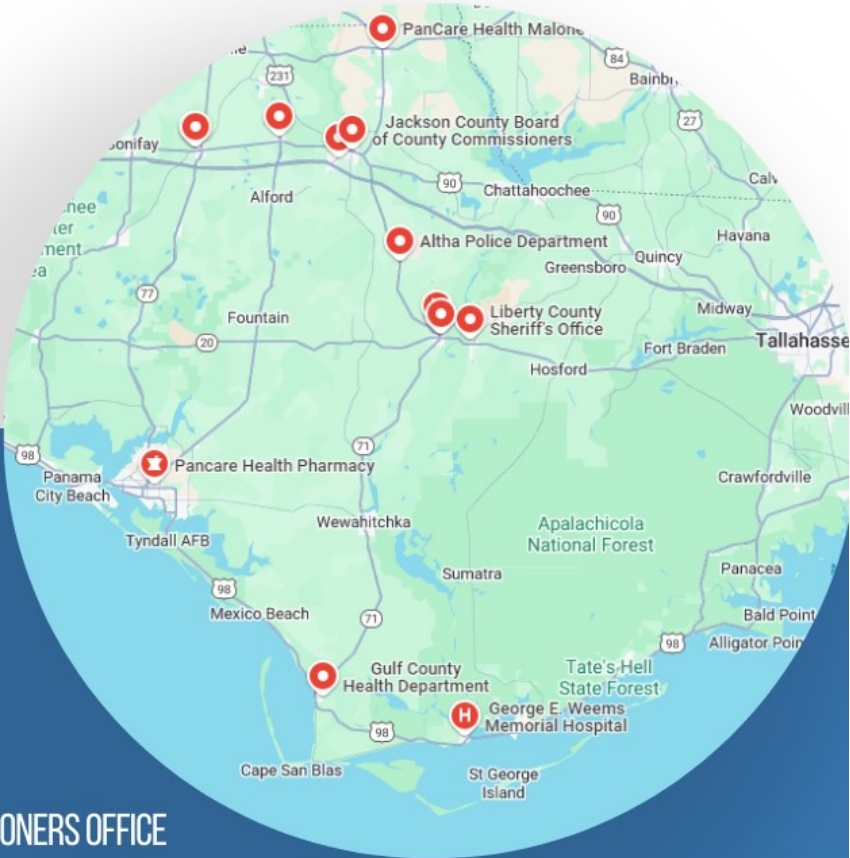
www.pancarefl.org



Your Patient-Centered Medical Home

Bay, Calhoun, Franklin, Gulf, Holmes, Jackson, Liberty, Walton and Washington Counties, Florida

PANCARE DRUG DROP OFF KIOSK LOCATIONS



- ALTHA POLICE DEPARTMENT
- CALHOUN COUNTY SHERIFFS OFFICE
- CALHOUN LIBERTY HOSPITAL
- CHIPLEY POLICE DEPARTMENT
- COTTONDALE POLICE DEPARTMENT
- GOLDS PHARMACY
- GULF COUNTY HEALTH DEPARTMENT
- JACKSON COUNTY BOARD OF COMMISSIONERS OFFICE
- JACKSON COUNTY SHERIFFS OFFICE
- LIBERTY COUNTY SHERIFFS OFFICE
- PANCARE PHARMACY MALONE
- PANCARE PHARMACY PANAMA CITY
- WASHINGTON COUNTY LIBRARY
- WEEMS MEMORIAL CLINIC



INTERESTED IN MORE
INFORMATION? CALL
850-215-5111

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Pride Committee - Discussion

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY

RECOMMENDATION

Discussion.

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Cheerleading for Basketball - Discussion

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY

RECOMMENDATION

Discussion.

ATTACHMENTS

- 1. Memo



City of Chipley

Recreation Department
1544 N. Railroad Ave.
Chipley, Florida 32428
(850) 638-6348 - Fax: (850) 638-6353

To: City Council and Mayor Andrews

From: Brock Tate, Recreation Director

Date: November 7, 2024

Subject: Proposal for Basketball Cheerleading Program

On October 30th, I, along with Mrs. Tanner and Mayor Andrews, met with Ms. Jalisa Brown to discuss the potential of introducing a cheerleading program for our basketball season.

During our discussion, I mentioned the potential space limitations in the gymnasium, particularly for the younger age groups, due to the bleachers being pushed in for the games. As an alternative, we considered allowing the younger participants to cheer for the older age groups when the bleachers are pulled out, which would provide adequate space for the cheerleaders.

To gauge community interest, we conducted a poll on Facebook with the question, "If we offered a cheer program for basketball, would you be interested in signing up?" We received 60 responses, with 59 in favor and only 1 against.

After further discussions with Ms. Brown, Mrs. Tanner, and Mayor Andrews, we propose offering cheerleading for the upcoming basketball season on a trial basis. This will allow us to assess how well the program can be accommodated within our current facility.

We believe this approach will provide valuable insight into community interest and logistical feasibility. Thank you for your consideration, and we welcome any further input on this initiative.



Natural Gas
Community

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Blue Star Memorial Veterans Marker - Discussion

MEETING DATE	PREPARED BY
Tuesday, November 12, 2024	Patrice Tanner, City Administrator

SUMMARY

The Chipley Garden Club would like to relocate the Blue Star Memorial Veterans Marker that is currently located on SR 90 near FDOT to City Hall.

RECOMMENDATION

Discussion.

ATTACHMENTS

You are invited to a Zoom webinar.

When: **November 12, 2024 5:00 PM** Central Time (US and Canada)

Topic: **City Council Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88142037547>

Or One tap mobile :

+13052241968,,88142037547# US

+16465588656,,88142037547# 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: 881 4203 7547