

CITY OF LABELLE



AGENDA

Regular Commission Meeting

Thursday, March 13, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, Commissioner
Jackie Ratica, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, BAS, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Agenda

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items**
5. **Presentations**

A. Water, Septic, and Infrastructure Project Update - Justin deMello

6. **Consent Agenda Items for Consideration**

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

A. **Approval of February Check Register**

B. **Approval of *Month* Minutes:**

November 9, 2023 City Commission Meeting Minutes

November 9, 2023 Local Planning Agency Meeting Minutes

September 28, 2023 City Commission Special Meeting Minutes

February 13, 2025 Comprehensive Plan Update Workshop Minutes

February 13, 2025 City Commission Meeting Minutes

C. **Approval of Staff Reports:**

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

D. Irish American Heritage Month Proclamation

E. Grant Agreement L0061

F. Vehicle Equipment Disposal Request

7. **Non-Public Hearing Items for Consideration**

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

A. Termination of Fluoride in Water

B. Water and Wastewater Master Plans

C. Parks & Recreation Contribution

D. Comprehensive Plan Flyer

E. ITB 2025 - 01 Fully Equip Ladder Truck

8. Public Hearings and/or Ordinances

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

11. Adjournment

Upcoming Meetings:

*Be advised that the Commission may take action on items not listed on the agenda.

March 18, 2025 Centennial Committee Meeting

April 10, 2025 City Commission Meeting

City of Labelle Office Closures:

Meeting Records Request

Any person requesting the appeal of a decision of the City Commission will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of LaBelle does not prepare or provide such verbatim record.

Notice of Commission Meetings and Agendas

The second Thursday of each month are regular meeting dates for the City Commission; special or workshop meetings may be called, whenever necessary. Commission Agendas are posted on the City's website on the Friday prior to each Commission meeting. A copy of the meeting audio and the complete agenda may be requested at tiawarner@citylabelle.com or 863-675-2872.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with five (5) days advance notice of any meeting, by contacting Deputy City Clerk Tijauna Warner at LaBelle City Hall, 481 W. Hickpochee Avenue, LaBelle, Florida. Phone No. 863-675-2872. Hearing Assistance: If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statute 286.26)

Range of Checking Accts: First to Last Range of Check Dates: 02/01/25 to 02/28/25
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH			
1993	02/04/25	FRS FLORIDA RETIREMENT SYSTEM	28,841.88	9376
1992	02/07/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9375
1995	02/07/25	AAP ADVANCE AUTO PARTS	427.88	9380
1996	02/07/25	AFL AMERICAN FAMILY LIFE ASSR CO.	245.97	9380
1997	02/07/25	HCEDC HENDRY CO ECONOMIC DEV.COUNCIL	25,000.00	9380
1998	02/07/25	HO HOMERO OLIVAREZ, JR	150.00	9380
1999	02/07/25	ISBC IPITOMY SMARTER BUSINESS COMMU	72.41	9380
2000	02/07/25	SHRED SHRED-IT USA	258.78	9380
2001	02/07/25	VAH VISION ACE HARDWARE-LABELLE	277.85	9380
2002	02/07/25	VISA VISA	10,063.78	9380
2003	02/07/25	AMACS AMAZON CAPITAL SERVICES	401.09	9383 Direct Deposit
2004	02/07/25	CULL CULLIGAN WATER	119.00	9383 Direct Deposit
2005	02/07/25	DEXI DEX IMAGING LLC	347.42	9383 Direct Deposit
2006	02/07/25	INM INDEPENDENT NEWSMEDIA INC USA	410.00	9383 Direct Deposit
2007	02/07/25	LDRC LABELLE DOWNTOWN	1,741.00	9383 Direct Deposit
2008	02/07/25	LILLI005 LILLIAN M DAVENPORT	974.40	9383 Direct Deposit
2009	02/07/25	MAUJEN MAULDIN & JENKINS LLC	10,000.00	9383 Direct Deposit
2010	02/07/25	MPC MERIT PETROLEUM COMPANY	61.44	9383 Direct Deposit
2011	02/07/25	MUNES MUNICIPAL EMERGENCY SERVICES	120.93	9383 Direct Deposit
2012	02/07/25	SSW SHARON SANDERS WHITE	110.00	9383 Direct Deposit
2013	02/14/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9385
2014	02/18/25	AGM ALMA GUADALUPE MADRID	500.00	9386
2015	02/18/25	ALLSTATE AMERICAN HERITAGE LIFE INS CO	516.28	9386
2016	02/18/25	COMCAST COMCAST	756.31	9386
2017	02/18/25	DENARP DENA R. PITTMAN, H.C.P.A	6,169.81	9386
2018	02/18/25	FPL FLORIDA POWER & LIGHT	27.48	9386
2019	02/18/25	KME KENNY GLISSON	486.00	9386
2020	02/18/25	LISAA LISA AWBREY	171.50	9386
2021	02/18/25	AAPE AACTION POWER EQUIPMENT LLC	85.99	9389 Direct Deposit
2022	02/18/25	AMACS AMAZON CAPITAL SERVICES	203.22	9389 Direct Deposit
2023	02/18/25	CQL CAPTAINS QUICK LUBE	74.95	9389 Direct Deposit
2024	02/18/25	ODP ODP BUSINESS SOLUTIONS, LLC	310.34	9389 Direct Deposit
2025	02/18/25	PRM PUBLIC RISK MANAGEMENT	46,945.15	9389 Direct Deposit
2026	02/18/25	TERMAI TERRA MAINTENANCE CO	751.20	9389 Direct Deposit
2028	02/20/25	COLW CITY OF LABELLE, WATER & SANIT	8,134.82	9392
2027	02/21/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9391
2029	02/21/25	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,458.72	9393
2030	02/21/25	BRYANTR BRYANT ROOFING LLC	500.00	9393
2031	02/21/25	FMPT2 FLORIDA MUNICIPAL PENSION TRST	20,473.43	9393
2032	02/21/25	LNATL GLOBE LIFE	30.84	9393
2033	02/21/25	VISA VISA	4,703.67	9393
2034	02/21/25	TIJUA005 TIJUANA WARNER	129.92	9394
2035	02/21/25	AMACS AMAZON CAPITAL SERVICES	732.26	9397 Direct Deposit
2036	02/21/25	THEMA005 THE MAKER'S MOTIF INC.	75.00	9397 Direct Deposit
2037	02/28/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9399
2038	02/28/25	AAP ADVANCE AUTO PARTS	9.84	9400
2039	02/28/25	AFL AMERICAN FAMILY LIFE ASSR CO.	1,818.68	9400
2040	02/28/25	ALADT005 Aladtec, LLC	3,732.50	9400
2041	02/28/25	BSA BRIDGE STREET AUTO PARTS, INC.	3,778.04	9400

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED GENERAL FUND POOLED CASH Continued					
2042	02/28/25	CIC CHANNEL INNOVATIONS CORP.	762.25		9400
2043	02/28/25	CLA COLONIAL LIFE & ACCIDENT INS.	134.21		9400
2044	02/28/25	CORE CORE & MAIN LP	679.68		9400
2045	02/28/25	DOUGM DOUG MORGAN	708.19		9400
2046	02/28/25	GAFS GREAT AMERICA FINANCIAL SVCS	370.18		9400
2047	02/28/25	HCBICC HENDRY CO BOARD COUNTY COMM	33,503.91		9400
2048	02/28/25	HLRB HENDRY-LABELLE REC BOARD	44,000.00		9400
2049	02/28/25	HO HOMERO OLIVAREZ, JR	150.00		9400
2050	02/28/25	HOMDEF HOMETEAM PEST DEFENSE INC	195.50		9400
2051	02/28/25	KME KENNY GLISSON	25.00		9400
2052	02/28/25	LCBOCC LEE COUNTY SOLID WASTE	50.65		9400
2053	02/28/25	LFORD LABELLE FORD	97.80		9400
2054	02/28/25	LISAA LISA AWBREY	216.30		9400
2055	02/28/25	LRS LABELLE RANCH SUPPLY	95.00		9400
2056	02/28/25	TMOBI005 T-MOBILE USA INC.	1,002.04		9400
2057	02/28/25	VAH VISION ACE HARDWARE-LABELLE	41.42		9400
2058	02/28/25	YMW YVETTE M. WILLIAMS	43.00		9400
2059	02/28/25	AES AIM ENGINEERING & SURVEYING	2,839.39		9403 Direct Deposit
2060	02/28/25	AMACS AMAZON CAPITAL SERVICES	1,882.40		9403 Direct Deposit
2061	02/28/25	BSS BUSINESS SERVICES & SOLUTIONS	118.00		9403 Direct Deposit
2062	02/28/25	CAL00005 CALOOSA CATERING COMPANY INC	2,360.00	02/28/25 VOID	9403 Direct Deposit (Reason: ACH Info Incorrect)
2063	02/28/25	CIVIC CIVICPLUS LLC	4,528.55		9403 Direct Deposit
2064	02/28/25	CQL CAPTAINS QUICK LUBE	389.95		9403 Direct Deposit
2065	02/28/25	LILLI005 LILLIAN M DAVENPORT	387.20		9403 Direct Deposit
2066	02/28/25	MJW MARY JO WILSON	95.00		9403 Direct Deposit
2067	02/28/25	SSW SHARON SANDERS WHITE	110.00		9403 Direct Deposit
2068	02/28/25	THEMA005 THE MAKER'S MOTIF INC.	707.00		9403 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	48	0	202,479.20	0.00
Direct Deposit:	27	1	74,520.88	2,360.00
Total:	75	1	277,000.08	2,360.00

UTILITY DEPOSIT Water Revenue Deposit

2541	02/07/25	U-000181 HERNANDEZ GARAY, ANAHI	73.06	9382
2542	02/07/25	U-000182 WEISSINGER, DYLAN MICHAEL	78.33	9382
2543	02/07/25	U-000183 C & J REALTY INC	7.32	9382
2544	02/07/25	U-000184 WEAN, NICHOLAS K	134.04	9382
2545	02/18/25	U-000185 OFRAY, JASMINE YARITZA	105.06	9387
2546	02/18/25	U-000186 PENA LINARES, MONICA	85.52	9387
2547	02/18/25	U-000187 ZAISER, MARK ALAN	171.59	9387
2548	02/21/25	U-000188 LINGEN, ROGER LEE	388.81	9395
2549	02/28/25	U-000189 SANCHEZ, ANASTACIO M	90.67	9401

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	9	0	1,134.40	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	9	0	1,134.40	0.00

UTILITY POOLED UTILITY FUND POOLED CASH

903	02/04/25	FRS FLORIDA RETIREMENT SYSTEM	5,022.97	9377
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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY POOLED UTILITY FUND POOLED CASH Continued					
904	02/05/25	POL POSTMASTER - LABELLE, FL.	1,300.00		9379
905	02/07/25	ISBC IPITOMY SMARTER BUSINESS COMMU	24.13		9381
906	02/07/25	SHRED SHRED-IT USA	86.26		9381
907	02/07/25	VISA VISA	19.99		9381
908	02/07/25	WASTEC WASTE CONNECTIONS INC	170,716.30		9381
909	02/07/25	KGAUSE KATHARINA GAUSE	100.00		9384 Direct Deposit
910	02/07/25	TRISTAG TRIEST AG GROUP INC	349.64		9384 Direct Deposit
911	02/07/25	USAB USA BLUEBOOK	456.85		9384 Direct Deposit
912	02/18/25	AWWA AMERICAN WATER WORKS ASSOC.	288.00		9388
913	02/18/25	FPL FLORIDA POWER & LIGHT	59.24		9388
914	02/18/25	JOHND005 JOHN DAVID WILSON	40.47		9388
915	02/18/25	KME KENNY GLISSON	45.00		9388
916	02/18/25	BMI BADGER METER INC.	114.66		9390 Direct Deposit
917	02/18/25	CQL CAPTAINS QUICK LUBE	54.95		9390 Direct Deposit
918	02/18/25	ODP ODP BUSINESS SOLUTIONS, LLC	462.72		9390 Direct Deposit
919	02/18/25	PRM PUBLIC RISK MANAGEMENT	8,284.73		9390 Direct Deposit
920	02/18/25	WOODARD WOODARD & CURRAN INC	111,700.00		9390 Direct Deposit
921	02/21/25	CLINK3 CENTURYLINK	405.68		9396
922	02/21/25	VISA VISA	122.48		9396
923	02/21/25	KBPI K&B PUMP & ELECTRICAL, LLC	37,348.29		9398 Direct Deposit
924	02/21/25	WOODARD WOODARD & CURRAN INC	225,150.00		9398 Direct Deposit
925	02/28/25	BSA BRIDGE STREET AUTO PARTS, INC.	232.38		9402
926	02/28/25	LUMEN LUMEN	624.17		9402
927	02/28/25	POL POSTMASTER - LABELLE, FL.	1,300.00		9402
928	02/28/25	ROCKET ROCKET COOLING LLC	11,500.00		9402
929	02/28/25	CROM CROM, LLC	12,870.00		9404 Direct Deposit
930	02/28/25	EVERG005 EVERGLADES EQUIPMENT GROUP	566.90		9404 Direct Deposit
931	02/28/25	FUI FERGUSON ENTERPRISES, INC.	11,387.96		9404 Direct Deposit
932	02/28/25	KGAUSE KATHARINA GAUSE	100.00		9404 Direct Deposit
933	02/28/25	TRISTAG TRIEST AG GROUP INC	34.72		9404 Direct Deposit
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	16	0	191,787.07	0.00
	Direct Deposit:	15	0	408,981.42	0.00
	Total:	31	0	600,768.49	0.00
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	73	0	395,400.67	0.00
	Direct Deposit:	42	1	483,502.30	2,360.00
	Total:	115	1	878,902.97	2,360.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	5-001	259,044.21	0.00	17,955.87	277,000.08
WATER FUND	5-041	387,393.64	0.00	40.47	387,434.11
SEWER FUND	5-042	42,618.08	0.00	0.00	42,618.08
SANITATION OPERATION FUND	5-043	170,716.30	0.00	0.00	170,716.30
Year Total:		859,772.23	0.00	17,996.34	877,768.57
WATER FUND	x-041	184.71	0.00	0.00	184.71
SEWER FUND	x-042	642.37	0.00	0.00	642.37
SANITATION OPERATION FUND	x-043	307.32	0.00	0.00	307.32
Year Total:		1,134.40	0.00	0.00	1,134.40
Total of All Funds:		860,906.63	0.00	17,996.34	878,902.97

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	259,044.21	0.00	17,955.87	277,000.08
WATER FUND	041	387,578.35	0.00	40.47	387,618.82
SEWER FUND	042	43,260.45	0.00	0.00	43,260.45
SANITATION OPERATION FUND	043	171,023.62	0.00	0.00	171,023.62
Total of All Funds:		860,906.63	0.00	17,996.34	878,902.97

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	5-001	259,044.21	0.00	0.00	0.00	259,044.21
WATER FUND	5-041	387,393.64	0.00	0.00	0.00	387,393.64
SEWER FUND	5-042	42,618.08	0.00	0.00	0.00	42,618.08
SANITATION OPERATION FUND	5-043	170,716.30	0.00	0.00	0.00	170,716.30
Year Total:		859,772.23	0.00	0.00	0.00	859,772.23
WATER FUND	x-041	184.71	0.00	0.00	0.00	184.71
SEWER FUND	x-042	642.37	0.00	0.00	0.00	642.37
SANITATION OPERATION FUND	x-043	307.32	0.00	0.00	0.00	307.32
Year Total:		1,134.40	0.00	0.00	0.00	1,134.40
Total of All Funds:		860,906.63	0.00	0.00	0.00	860,906.63

CITY OF LABELLE
REGULAR COMMISSION MEETING
NOVEMBER 9, 2023

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

Mayor Wilkins called the regular commission meeting to order at 5:30 p.m. Commissioner Vargas spoke the invocation. Commissioner Ratica led the Pledge of Allegiance. A roll call was taken. Members present were Commissioner Hugo Vargas, Commissioner Bobbie Spratt, Mayor Julie Wilkins, Commissioner Jackie Ratica, and Commissioner Daniel Akin.

PUBLIC HEARINGS

FINAL READING OF PROPOSED ORD. 2023-22 BECK PUD

Attorney Derek Rooney read Ordinance 2023-22 title into the record.

Alexis Creps, consultant planner for the City of LaBelle explained to the Commission that the ordinance involved the rezoning of approximately half an acre north of Oklahoma Avenue and east of Hall Street from the Residential R1 category to a Planned Unit Development (PUD) zoning district. The presentation covered the applicant's intention for six dwelling units within three buildings, architectural compatibility with the comprehensive plan, detailed conditions for the property's aesthetic enhancements, and on-site parking solutions. There were discussions on the proposed architectural features and dimensions of certain elements like trellises and porches to maintain neighborhood character.

Commissioner Vargas motioned to approve the Beck PUD, Ordinance 2023-22 as outlined in the staff report along with the changes of a 5-foot porch, shutters on the secondary floor, and a minimum 4 foot wide trellis.

*Commissioner Ratica seconded the motion.
The motion passed unanimously.*

FIRST READING OF PROPOSED ORD. 2023-18 BEN MOORE COMPREHENSIVE PLAN, AND PROPOSED ORDINANCE 2023-19 BEN MOORE PUD REZONE

Attorney Rooney read Ordinance 2023-18 title into the record.
There was no comment by the Commissioners or by the public.

FIRST READING OF PROPOSED ORD. 2023-20 BOAT & TRAILER CODE AMENDMENT

Attorney Rooney read Ordinance 2023-20 title into the record.

The first reading of the Boat & Trailer Code Amendment was discussed in the context of storage limitations of accessory, recreational vehicles and trailers to ensure city aesthetics and safety without overbearing regulations on residents. There was no public comment.

FIRST READING OF PROPOSED ORD. 2023-21 HELMS ROAD OVERLAY

Attorney Rooney read Ordinance 2023-21 title into the record. There was no major discussion or public comment on this agenda item.

NON-PUBLIC HEARING ITEMS

OHANA TREE REMOVAL REQUEST

Josephine Medina, consultant planner for the City of LaBelle explained the request for the removal of one significant tree as part of a plan for two commercial buildings at 75 Davis Street. The application was

reviewed and a replacement of the tree was discussed in order to maintain the landscape and environmental considerations in accordance with the land development code.

Commissioner Ratica made a motion to approve the proposed tree removal permit, subject to the replanting of 24 inches of live oak trees on-site, meeting the minimum size specifications of the Land Development Code.

Commissioner Akin seconded the motion.

The motion passed unanimously.

BARRON LIBRARY DISCUSSION

There was an extensive discussion regarding certain books displayed at the Barron Library, with specific mention of drastic themes in some of the books and concerns over the appropriateness of this content for children. The discussion also addressed the library's affiliation with the American Library Association which Paul Meador, President of the Library Board clarified that they were not members of, censorship, the role of parents in monitoring children's reading material, and the City's role in funding the library. After the debate and addressing the incident with the library display, the Commission stressed the importance of safeguarding against children's access to explicit adult materials and affirmed that inappropriate materials should not be supported with taxpayer funds or accessible to underage readers. While it was noted that the library had removed the controversial display, the discussion underlined a commitment to preserving the innocence of children without affecting the library's essential operations or diversity in literature offerings.

Mr. Meador addressed the board to summarize the updates the library was undergoing to help monitor the checking out of books. He noted that the library had never had prior complaints and that there was a formal process for complaints. He then gave an overview of the history of the Barron Library, as well as a summary of how the library was currently operating.

The following members of the public spoke about their concern with the books, the need for parents to be aware of what their children are looking at, and the library’s operations; Donna McAvoy, David Rodriquez, Natasha Hays, Pastor Alonzo McKenzie, Stephanie Busin, Pastor James Hunt, and Robert Roper.

Commissioner Vargas stated that his desire was for the children of LaBelle to be protected from obscene materials.

Commissioner Spratt commended the library staff for their quick response to the complaint.

Mayor Wilkins recessed the meeting at 6:45 p.m.
Mayor Wilkins reconvened the meeting at 6:51 p.m.

FOUR-DAY WORK WEEK REVIEW

There was a discussion on the garbage pick up in Barron Park over the weekends.

Mitchell Wills, Superintendent of Public Works addressed the Commission with findings indicating successful operational results and well-being benefits for staff. The modified schedule had resulted in less time off taken by employees, improved focus on business and doctor appointments during their given day off and prevented potential burnout.

There was also discussion on the restrooms in Barron Park being locked at night and on the weekends. Mr. Wills explained that the restrooms were being vandalized and damage had been done to them during the nighttime and weekend hours.

Commissioner Vargas motioned to continue the 4-day work week for the maintenance staff with a review in six months.

Commissioner Spratt seconded the motion.

The motion passed unanimously.

APPROVAL TO PUBLISH REQUESTS FOR QUALIFICATIONS FOR LIBRARY ENGINEERING SERVICES AND CAPITAL IMPROVEMENT PROJECT

Attorney Rooney explained the item up for discussion was to ensure that the upcoming septic to sewer projects be completed on time. He explained that the desire was to develop a library of vendors. The suggestion was to put out a request for qualifications (RFQs) for library engineering services and a separate RFQ for capital improvement projects, especially related to utilities. This was aimed at addressing concerns over timely project completion and maintaining grant funding deadlines.

Laura Constantino with Four Waters Engineering, currently tasked with several projects, expressed Four Waters' commitment and readiness to assist, stressing the importance of timely action to leverage and not lose grant funding.

There was then discussion on upcoming scheduled construction and prioritizing the phases of the projects.

Commissioner Vargas motioned to authorize Four Waters to move forward with zones C, D, E, G, H, and I with the caveat that the City could utilize other engineers if there was concern about meeting project timelines and that the RFQs be issued.

Commissioner Spratt seconded the motion.

After further discussion, the motion passed unanimously.

A PROCLAMATION DECLARING NOVEMBER 25, 2023 SMALL BUSINESS SATURDAY

Jessi Zubaty, Deputy City Clerk read the proclamation into the record which encouraged residents to support small businesses and contribute to the local economy.

Motioned by Commissioner Spratt to approve the Small Business Proclamation and seconded by Commissioner Vargas.

The motion passed unanimously.

PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no comments of non-agenda items.

CONSENT AGENDA

The consent agenda items were approved as listed, excluding items D (Interlocal School Currency Agreement) and F (Vulnerability Assessment Planning Grant Agreement), which were slated for individual discussion and action.

Commissioner Ratica motioned to accept the remainder of the consent agenda.

Seconded by Commissioner Akin.

The motion passed unanimously.

Discussion was had on Item D. Ryan Alexander, Director of Community Development and Planning for Hendry County explained that the Interlocal School Currency Agreement was needed to coordinate cooperation between the County, and both Cities within the County.

*Commissioner Akin motioned to adopt the Interlocal for School Concurrency.
Commissioner Spratt seconded the motion.
The motion passed unanimously.*

Discussion was then had on the Vulnerability Assessment Planning Grant Agreement, a critical step in securing federal funding and ensuring the resilience of crucial City infrastructure against possible threats.

*Commissioner Ratica approved the Vulnerability Assessment Planning Grant Agreement.
Commissioner Vargas seconded the motion.
The motion passed unanimously.*

Mayor Wilkins recessed the Commission meeting at 7:32 p.m. to convene the Local Planning Agency meeting.

Mayor Wilkins reconvened the regular Commission meeting at 7:58 p.m.

BUSINESS BY COMMISSIONERS

The Commissioners asked the Superintendent for updates on certain projects, prayers were requested for Israel as well as our County.

Newly City appointed Deputy John Keith, and the new Maintenance Supervisor Jeremiah Elio introduced themselves to the Commission.

*Commissioner Spratt motioned to adjourn the meeting.
Commissioner Ratica seconded the motion.
The meeting adjourned at 8:08 p.m.*

Mayor Wilkins reopened the meeting at 8:10 p.m. for discussion on City Hall lobby hours. It was decided to change the hours of operation for City Hall with sufficient notice to the public.

*Commissioner Spratt motioned to do a ninety-day trial of lobby hours of 8:30 a.m.-4:30 p.m.
Commissioner Ratica seconded the motion.
The motion carried 5-0.*

*Commissioner Spratt motioned to adjourn.
Seconded by Commissioner Ratica.
The meeting adjourned at 8:21 p.m.*

APPROVED:

Julie C. Wilkins, Mayor

Attest:

Tijauna Warner, BAS, MMC
Deputy City Clerk

CITY OF LABELLE
LOCAL PLANNING AGENCY
NOVEMBER 9, 2023

Mayor Wilkins called the meeting of the Local Planning Agency to order at 7:33 p.m. A roll call was taken. Members present were Commissioner Hugo Vargas, Commissioner Bobbie Spratt, Mayor Julie Wilkins, Commissioner Jackie Ratica, and Commissioner Daniel Akin. Commissioner Akin recused himself from voting on the item due to his real estate broker handling the sale of the property. Commissioners Spratt, Akin, and Ratica stated that they had conversations with the applicant prior to the meeting.

LABELLE FRUIT COMPANY ANNEXATION, CPA, AND PUD REZONE

Josephine Medina, assistant consultant planner for the City of LaBelle presented the request to annex 64.67+/- acres from unincorporated Hendry County into The City of LaBelle municipal boundary, to amend the City of LaBelle Future Land Use Map to designate the subject property in the Outlying Mix Use future land use category, and to rezone the subject property to Planned Unit Development (PUD) zoning district to allow for either a residential or mixed-use development known as SR29/Helms Road Mixed Use PUD.

Shelly Johnson, representing the applicant, also made a presentation on the items. There was then discussion on the possible buffers that would be allowed and a stronger buffer was requested.

Mayor Wilkins expressed her concerns with the lot size.

*Commissioner Vargas motioned to find all proposed ordinances compatible with the comprehensive plan.
Seconded by Commissioner Spratt.
The motion passed 4-0.
Commissioner Akin abstained.*

*Commissioner Akin motioned to adjourn the LPA.
Seconded by Commissioner Spratt.
The motion passed unanimously.
The meeting was adjourned at 7:58 p.m.*

APPROVED:

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, BAS, MMC
Deputy City Clerk

CITY OF LABELLE
SPECIAL COMMISSION MEETING
SEPTEMBER 28, 2023

CALL TO ORDER

Mayor Wilkins called the regular commission meeting to order at 2:00 p.m. Commissioner Vargas led the invocation. Mayor Wilkins led the pledge of allegiance. Members present were Commissioner Hugo Vargas, Commissioner Bobbie Spratt, Mayor Julie Wilkins, and Commission Daniel Akin. Commissioner Jackie Ratica was not in attendance.

Attorney Rooney explained the first item on the agenda, the approval of the solid waste.

Grant Smith with Waste Connections explained the proposed schedule for the extra day of pickup. There was discussion on how to inform the residents of the new extra day.

ITEMS FOR DISCUSSION

1. Approval of Solid Waste Collection and Recycling Service Contract

Commissioner Spratt motioned to accept the contract
Commissioner Vargas seconded.
There was discussion on the CPI index.
Motion passed 4-0.

2. Approval of Resolution 2023-19 Setting Unform Rates for Police Protection

Commissioner Spratt motioned to approve Resolution 2023-19
Commissioner Vargas seconded.
Motion passed 4-0.

3. Approval of Resolution 2023-20 Setting Unform Rates for Recreation Facilities

Commissioner Akin motioned to approve Resolution 2023-20
Commissioner Spratt seconded.
Motion passed 4-0.

4. Approval of Resolution 2023-21 Setting Uniform Rates for Streetlighting

Commissioner Vargas motioned to approve Resolution 2023-21
Commissioner Spratt seconded.
Motion passed 4-0.

5. Approval of Resolution 2023-22 Setting Uniform Rates for Fire Protection

Commissioner Spratt motioned to approve Resolution 2023-22
Commissioner Vargas seconded.
Motion passed 4-0.

6. Approval of Resolution 2023-23 Authorizing the Loan Application and Agreement for the State Revolving Fund Loan Program

Commissioner Akin motioned to approve Resolution 2023-23
Commissioner Vargas seconded.
Motion passed 4-0.

Commissioner Spratt motioned to adjourn the special meeting
Commissioner Vargas seconded.
Motion passed 4-0.
Meeting adjourned at 2:35 p.m.

APPROVED:

Julie C. Wilkins, Mayor

Attest:

Tijauna Warner, BAS, MMC
Deputy City Clerk

CITY OF LABELLE



MINUTES

City Commission Comprehensive Plan Update Workshop

Thursday, February 13, 2025, at 4:00 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, Commissioner
Jackie Ratica, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, BAS, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The workshop was called to order by Mayor Wilkins at 4:12 PM

2. Invocation and Pledge of Allegiance

Commissioner Vargas led the invocation, Commissioner Ratica led the Pledge of Allegiance.

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Daniel Akin

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

City Attorney Derek Rooney

Deputy City Clerk Tijauna Warner

4. Non-Public Hearing Items for Consideration

A. City of LaBelle's Comprehensive Plan

Alexis Crespo provided an introductory overview of the comprehensive plan update, which is necessary to ensure our compliance with state law. The City of LaBelle is currently overdue for these updates, but we have been maintaining communication with the state through timely submissions, confirming that we are on track. However, recent changes mean that cities can no longer simply submit affidavits stating compliance; we must now provide proof that our comprehensive plan aligns with state law, which we have not yet done.

Patty Kulak provided an overview of the comprehensive plan update, emphasizing its broad scope, which includes everything from capital improvement projects to land use policies. Each section of the plan is designed to address specific goals, ensuring a well-rounded approach. The previous comprehensive plan was completed in 2010, and since then, significant changes have occurred, including state law updates requiring us to adopt necessary changes by the end of this year.

The primary objective is to preserve and enhance LaBelle's small-town character, a common sentiment shared by residents during commission meetings. This update aims to ensure consistency across the city's land development code, future land use code, and the comprehensive plan. Additionally, it will focus on improving the connections between various development impacts, such as traffic, wastewater, utilities, and schools.

The process begins with project initiation and background work, which we are starting today. Next month, we will present an updated plan with revised language. Ria Hunter is here to assist with this process and will help with the upcoming updates. In April, we will conduct an assessment report, followed by a community workshop on May 1, 2025, from 6:00pm to 7:30 pm to encourage resident involvement. This workshop is crucial for gathering feedback from

residents, local development groups, and community members through various channels, including social media. The input collected will help shape the final plan. A discussion ensued.

5. Adjournment

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 5:00 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, February 13, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Daniel Akin, Commissioner
Jackie Ratica, Commissioner
Bobbie Spratt, Commissioner
Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, BAS, MMC, Deputy City Clerk
Derek Rooney, Esq., City Attorney
Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:34 PM.

2. Invocation and Pledge of Allegiance

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Daniel Akin

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

City Attorney Derek Rooney

Deputy City Clerk Tijauna Warner

4. Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items

5. Presentations

A. Life Saving Plaque to Fire Rescue

City of LaBelle City Commission presented Life Saving Plaques to the Fire Chief and six (6) Fire Fighters.

B. LaBelle Fire Department Rate Study

Ian Walmack (Senior Associate, Fitch & Associates) gave a brief overview of the LaBelle Fire Department Rate Study.

C. Audit Report - Daniel Anderson, Partner, of Mauldin & Jenkins

Daniel Anderson gave an update on the City of LaBelle's Financial Annual Audit Report.

6. Consent Agenda Items for Consideration

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

A. Approval of *Month* Check Register

B. Approval of *Month* Minutes:

January 9, 2025 City Commission Meeting Minutes

December 12, 2025 City Commission Meeting Minutes

December 12, 2025 Local Planning Agency Meeting Minutes

April 11, 2024 City Commission Meeting Minutes

C. Approval of Staff Reports:

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

Regular Commission Meeting
February 13, 2025

- Building Department- Mark Lynch
- Code Enforcement- Zane Mungillo
- Planning and Zoning- Alexis Crespo
- Finance- Lilly Davenport
- Public Works- Mitch Wills
- Woodard & Curran- Justin deMello
- Four Waters Engineering- Laura Constantino

- D. Race Trac Plat
- E. L0059 Grant Agreement LaBelle Helms Road SR 80 Looped Lines and Water Main Upgrades
- F. Renew Dockwa Contract
- G. Night On The Town Temporary Use & Special Event Application
- H. Charity Ride Temporary Use & Special Event Application
- I. City of LaBelle's 2024 Audit Engagement Letter, Examination Letter & Vendor Ledger

Motion made by Commissioner Akin to approve Consent Agenda Items, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

7. Non-Public Hearing Items for Consideration

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

- A. Swing into Spring Temporary Use & Special Events Application

Motion made by Commissioner Ratica to approve Swing into Spring Temporary Use & Special Events Application, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Ratica to allow Mitch to oversee Temporary Use & Special Events Application for use of the Civic Center, Seconded by Commissioner Spratt. Mayor Called for the question. A discussion ensued. Commissioner Ratica withdrew her motion, Commissioner Spratt withdrew her second.

- B. Resolution 2025 - 02 Opposing FDOT Crosswalk

Motion made by Commissioner Ratica to approve Resolution 2025-02, Seconded by Commissioner Akin. Mayor Wilkins called for the question. A discussion ensued. Motion passed 3-2.

Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt
Voting Nay: Commissioner Akin, Commissioner Vargas

8. Public Hearings and/or Ordinances

Regular Commission Meeting
February 13, 2025

A. Resolution 2025-01 J. Blocker Parking Variance

Motion made by Commissioner Vargas to approve Resolution 2025-01 with staff recommendation of two (2) conditions, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. Fire Ladder Truck

Motion made by Commissioner Spratt to authorize Chief Steven to purchase the Fire Ladder Truck contingent upon compliance with procurement policies and the state grant, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Spratt to approve Ajax Paving Contract with additional street not to exceed \$350,000, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

None.

10. City Related Business by Commissioners

A. Commissioner Vargas - Review City of LaBelle's Handbook & Policies

B. Mayor Wilkins – February 22nd, 1922, the Supreme Court voted unanimously in Leser v. Garnett to confirm the 19th Amendment's constitutionality, securing women's right to vote for future generations
- County Impact Fees – Staff Recommendation

11. Adjournment

Motion made by Commissioner Ratica to adjourn meeting, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:22 PM.

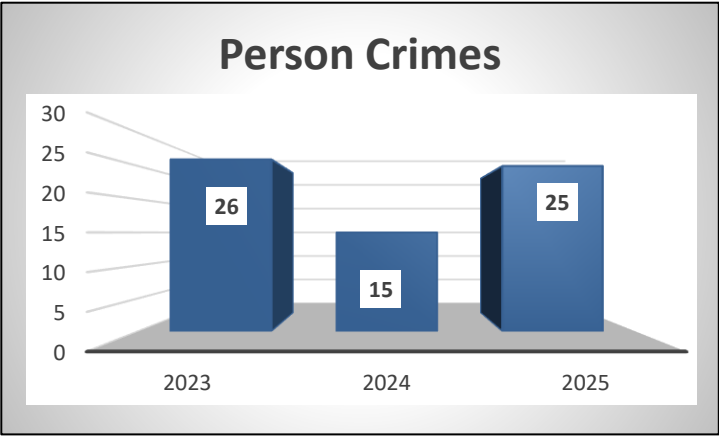
Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

Hendry County Sheriff's Office
City of LaBelle Crime Report for February 2025 Meeting

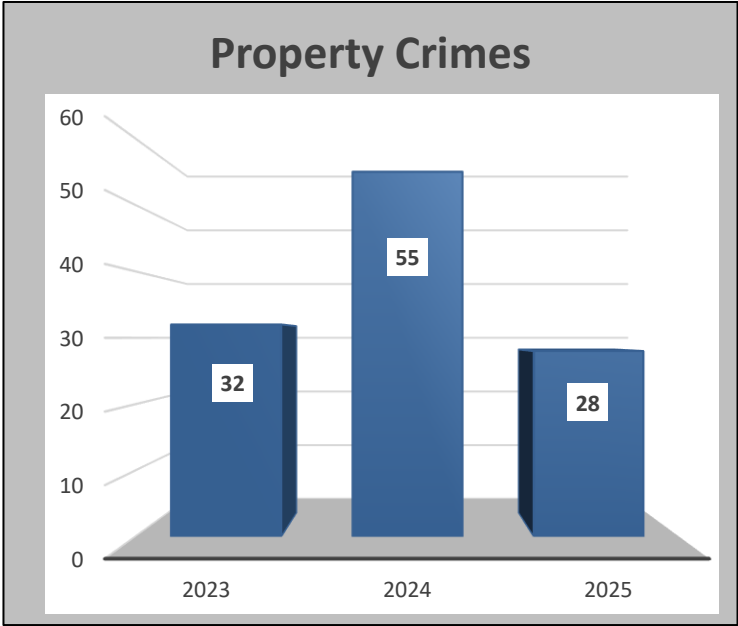
Person Crimes	Feb.	Jan. 2025	Dec	Nov
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	1	0	0	1
Assault	2	3	1	1
Battery - Simple	3	2	2	3
Domestic	2	4	3	3
TOTAL	8	9	6	8

YTD 2025	YTD 2024	YTD 2023
0	0	0
0	1	0
2	3	6
7	0	2
8	6	8
8	5	10
25	15	26

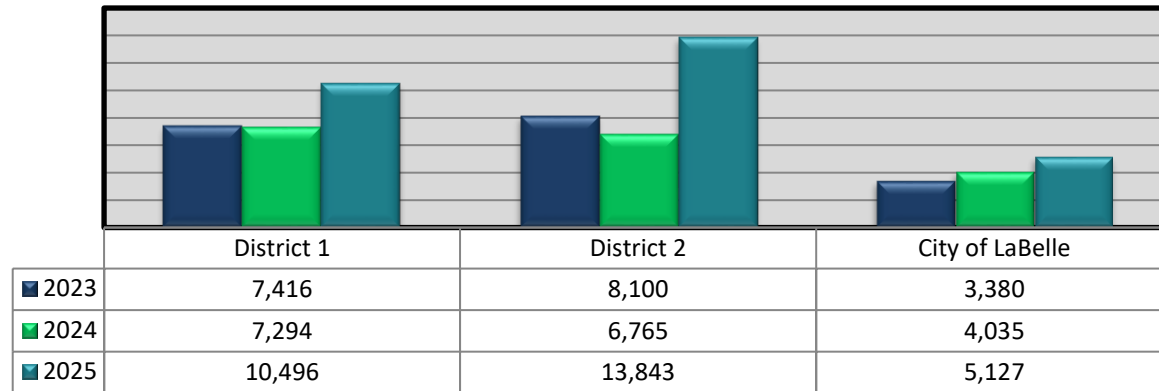


Property Crimes	Feb.	Jan. 2025	Dec	Nov
Stolen Vehicle	2	0	1	1
Theft				
- Construction	0	0	0	0
- Residential	2	4	3	3
- Retail	0	1	0	0
Burglary				
- Residential	2	0	0	0
- Business	0	1	0	0
- Vehicle	0	0	0	1
Criminal Mischief	2	6	1	1
TOTAL	8	12	5	6

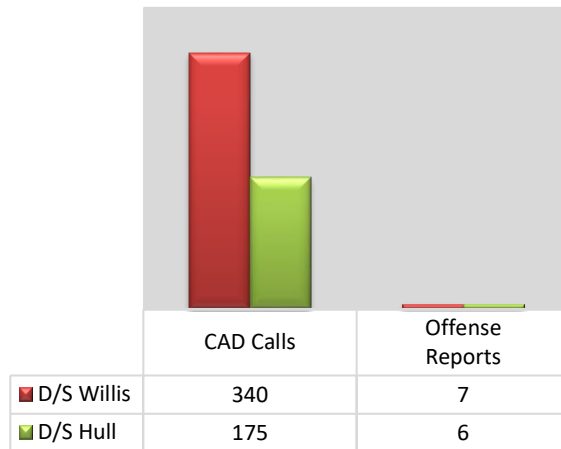
YTD 2025	YTD 2024	YTD 2023
4	3	3
0	0	0
8	20	13
1	5	3
4	4	2
1	1	0
0	15	5
10	7	6
28	55	32



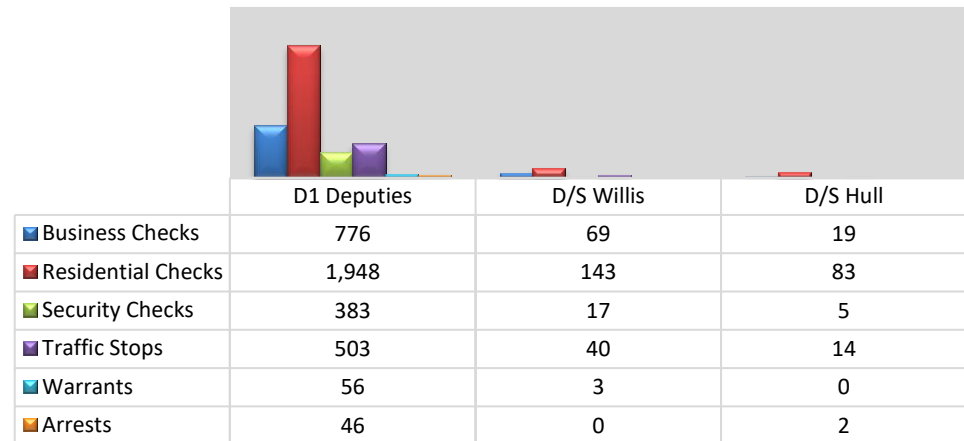
Year-to-Date Call Summary, by District



City Units



City of LaBelle



La Belle Fire Department

Agenda Items

La Belle Fire Department Response:

Feb Calls- 93

*Engine Status

All Engines in working order

* Truck Repairs

T-13 will return to vendor for valve and hose replacement after brush season.

*County Response

- LaBelle Fire Department has responded 10 times to Glades County this year for service.

*Station

- Station design is underway.

Thank You,

Chief Brent Stevens
La Belle Fire Department
863-234-8639

Range: First to Last Issue Date Range: 02/01/25 to 02/28/25 **Indicates payment is in batch
NOTE: Too many Building Codes included in this report. The totals are correct, but please print to Excel to see the complete detail.

	Alteration Cost	New Volume	BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR PL ROW PLANNING	TOTAL RSRC ELECTRICAL PL UA LT PLUMBING
Grand Totals:	809,045.97	0	PAID: 0.00 0.00 5,086.46 648.09 0.00	0.00 0.00 0.00 150.00	7,204.21 785.90 0.00 330.00
			PERMIT COUNT:	0 23 7 0	0 7 0 5

BP SURC2 - Bldg Code Admin & Inspect Brd		BP SURCH - FL Building Commission Surchar	
1. Number of permits issued at the minimum surcharge rate 17 x \$2	\$ 34.00	1. Number of permits issued at the minimum surcharge rate 19 x \$2	\$ 38.00
2. Permit fees collected at other than minimum surcharge	\$ 5,406.35	2. Permit fees collected at other than minimum surcharge	\$ 5,066.67
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 81.10	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 50.67
4. Total of Lines 1 & 3	\$ 115.10	4. Total of Lines 1 & 3	\$ 88.67
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 11.51	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 8.87
6. Surcharge amount due (line 4 less line 5)	\$ 103.59	6. Surcharge amount due (line 4 less line 5)	\$ 79.80

*NOTE: This report contains only PAID & WAIVED fees.

Range: PID: First to Last
:
:
Range of Codes: BUI to BUI
Range of Batch Ids: First to Last
Range of Sections: First to Last
Print Ref Num: N

Range of Util Accounts: First to Last
Range of Customers: First to Last
Range of Years: First to 2026
Range of Dates: 02/01/25 to 02/28/25
Name to Print: Bill To

Range of Periods: 1 to 12

Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
Voucher Agency: Y Garbage: Y Invoice: Y Misc: Y

Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y

Range of Installment Due Dates: First to Last

Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N

Print Only Miscellaneous w/Utility Id: N

Code Description		Count	----- Principal ----- Arrears/Other	Fiscal 2024	Fiscal 2025	Fiscal 2026	Interest	Total
BUI BUILDING DEPT PYMTS		104	5,081.63	0.00	0.00	0.00	0.00	5,081.63
Invoice Payments		104	5,081.63	0.00	0.00	0.00	0.00	5,081.63
Payments Total:		104	5,081.63	0.00	0.00	0.00	0.00	5,081.63
Cash O/S Total:		0	0.00	0.00	0.00	0.00	0.00	0.00
NSF Reversals Total:		0	0.00	0.00	0.00	0.00	0.00	0.00
Total:		104	5,081.63	0.00	0.00	0.00	0.00	5,081.63
Total Cash:		0.00						
Total Check:		3,706.76						
Total Credit:		64.00						
Total V Term:		1,310.87						

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Code Enforcement Report

February 2025

2/01/2025 – 2/28/2025

Labelle Code Enforcement is currently working fifty-nine open cases, twelve new cases were opened this month and fifteen were closed for compliance. Nine citizen complaints were filed and investigated, and 51 total violation inspections were carried out. Ther department sent out nine courtesy letters and two notices of hearing and violation. The department is steadily investigating 22 zoning violations for incompatible uses. The department conducted 2 lien searches. 2 commercial vehicles were issued citations, and the city dock saw 29 reservations bringing in \$1,275.92

Zane Mungillo
Code Enforcement

City of LaBelle Proclamation

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, in 1792 Irish born James Hoban provided the architectural plans for the the White House and served as one of the supervising architects for the construction of the Capitol; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and

WHEREAS, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

WHEREAS, in 1813, Captain Oliver Perry, An Irish American, achieved a major naval victory in the Battle of Lake Erie; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans

NOW, THEREFORE, the City of LaBelle's City Commission, do hereby proclaim the month of March 2025 as:

"IRISH AMERICAN HERITAGE MONTH"

PROCLAIMED this 13th day of March, 2025

Julie C. Wilkins, Mayor
City of LaBelle

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Section 6, Item E.

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

1. Project Title (Project): Agreement Number:

LaBelle Water Line Replacement Project 2024

L0061

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

Grantee Name: **City of LaBelle** Entity Type: **Local**

Grantee Address: **481 West Hickpochee Avenue, LaBelle, FL, 33935** FEID: **59-6000349**

(Grantee)

3. Agreement Begin Date: **July 01, 2024** Date of Expiration: **June 30, 2027**

4. Project Number: Project Location(s): **Lat/Long: (26.7617, -81.4384)**
(If different from Agreement Number)

Project Description: **The Grantee will upgrade and replace drinking water lines to improve water pressure, reliability, and supply within the City of LaBelle.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
2500000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 2500000
	<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: \$ **2500000**

6. Department's Grant Manager Grantee's Grant Manager
Name: **Diana Llerena** Name: **Julie Wilkins**
or successor or successor
Address: **Florida Dept. of Environmental Protection** Address: **City of LaBelle**
3900 Commonwealth Blvd., MS 3602 **481 West Hickpochee Avenue**
Tallahassee, FL 32399-3000 **LaBelle, FL, 33935**
Phone: **850-245-2841** Phone: **863-675-2872**
Email: **Diana.Llerena@FloridaDEP.gov** Email: **juliewilkins@cityoflabelle.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 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)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Exhibit I: Forced Labor Attestation Form

☐ 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 LaBelle
GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Julie Wilkins, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection
DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Diana Llerena, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**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.

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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

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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.

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- 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-

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- 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

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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

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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.

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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,

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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

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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. L0061

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 LaBelle Water Line Replacement Project 2024. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods 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 type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

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

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

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

Not applicable

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor’s Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee’s project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

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.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: LaBelle Water Line Replacement Project 2024

PROJECT LOCATION: The Project will be located in the City of LaBelle within Hendry County; Lat/Long (26.7617, -81.4384).

PROJECT BACKGROUND: The City of LaBelle (Grantee) has aging and outdated water lines in portions of the city. This project will replace the aging water lines, providing a more reliable and efficient water supply system for the residents of LaBelle.

PROJECT DESCRIPTION: The Grantee will upgrade and replace aging drinking water lines to improve water pressure, reliability, and supply to optimize the system to meet current and future infrastructure needs.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee’s procurement process, to select one or more qualified and licensed contractors to complete construction of the drinking water lines.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct the LaBelle Water Line Replacement Project 2024 in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to the LaBelle Water Line Project 2024 to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$40,000	07/01/2024	12/31/2026
2	Construction	Contractual Services	\$2,390,000	07/01/2024	12/31/2026
3	Project Management	Contractual Services	\$70,000	07/01/2024	12/31/2026
Total:			\$2,500,000		

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

Section 6, Item E.

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-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 6

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 time the reporting package was delivered to the recipient and any 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
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$2,500,000	140047
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					\$2,500,000	
-------------	--	--	--	--	-------------	--

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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Streets


DATE 2/25/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:		Additions:	Deletions
Description:		Disposal Date:	
Year:		Traded	Sold
Make:	bad boy	Amount Realized	
Model #	zt elite 54"	Transferred:	Junked
SERIAL/VIN#	00000 BZ554CX/2506220023	Reason	
Cost/Value \$			
Date Acquired			
G/L Account #			

LOCATION Where is this equipment actually kept.

Signature 
Property Custodian

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Animal Control


DATE 2/25/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:		Additions:	Deletions
Description:		Disposal Date:	
Year:	2013	Traded	Sold
Make:	Ford	Amount Realized	
Model #	F250	Transferred:	Junked
SERIAL/VIN#	1FTBF2A67DEA26562	Reason	
Cost/Value \$			
Date Acquired			
G/L Account #			

LOCATION Where is this equipment actually kept.

Signature 
Property Custodian

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Animal Control DATE 2/25/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:		Additions:	Deletions
Description:		Disposal Date:	
Year:	<u>2003</u>	Traded	Sold
Make:	<u>GMC</u>	Amount Realized	
Model #	<u>Sierra 2500</u>	Transferred:	Junked
SERIAL/VIN#	<u>4GTGL24U53Z351131</u>	Reason	
Cost/Value \$			
Date Acquired			
G/L Account #			

LOCATION _____ Where is this equipment actually kept.

Signature [Signature]
Property Custodian

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Streets


DATE 2/25/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:		Additions:	Deletions
Description:		Disposal Date:	
Year:	2007	Traded	Sold
Make:	Ford	Amount Realized	
Model #	F150	Transferred:	Junked
SERIAL/VIN#	1FTBX12W87FA82240	Reason	
Cost/Value \$			
Date Acquired			
G/L Account #			

LOCATION Where is this equipment actually kept.

Signature 
Property Custodian

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Water


DATE 2/25/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:		Additions:	Deletions
Description:		Disposal Date:	
Year:	<u>2009</u>	Traded	Sold
Make:	<u>ford</u>	Amount Realized	
Model #	<u>F150</u>	Transferred:	Junked
SERIAL/VIN#	<u>1FTRF12W09KC15960</u>	Reason	
Cost/Value \$			
Date Acquired			
G/L Account #			

LOCATION _____ Where is this equipment actually kept.

Signature 
Property Custodian

ACQUISITION OR DISPOSITION OF PROPERTY REPORT

TO: City of LaBelle

Department: Streets

DATE 3/4/25

I request the following change to be made on the Tangible Property in my Custody per Florida Statute 274 and Auditor General guidelines 10.4.

ALL DELETED PROPERTY WILL GO TO AUCTION.

DESCRIPTION OF PROPERTY		ACTION REQUESTED	
Vendor:	_____	Additions:	Deletions _____
Description:	_____	Disposal Date:	_____
Year:	<u>2000</u>	Traded	Sold _____
Make:	<u>Ford</u>	Amount Realized	_____
Model #	<u>F250</u>	Transferred:	Junked _____
SERIAL/VIN#	<u>1FTNW21S54ED39352</u>	Reason	_____
Cost/Value \$	_____		_____
Date Acquired	_____		_____
G/L Account #	_____		_____

LOCATION _____ Where is this equipment actually kept.

Signature _____
Property Custodian

Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.



Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Guidance for Community Water Fluoridation

November 22, 2024

Tallahassee, Fla. – State Surgeon General Dr. Joseph A. Ladapo recommends against community water fluoridation due to the neuropsychiatric risk associated with fluoride exposure.

Fluoride is a naturally occurring ion present in groundwater, fresh and salt water, rainwater, soil, plants, and foods. Community water [fluoridation](#) is the process of adjusting the amount of fluoride in drinking water to the level recommended to prevent tooth decay. Historically, community water fluoridation was considered to be a method to systemically, through ingestion, deliver fluoride to all community members. However, currently many municipalities across the U.S. and several European countries, including Austria, Belgium, France, Germany, Italy, Norway, and Sweden, have [eliminated water fluoridation](#).

Today, fluoride is widely available from multiple sources, including topical fluorides, such as toothpaste, mouthwashes, and fluoride applications by dental providers. Evidence shows fluoride strengthens teeth, making them more decay resistant. However, additional research is being conducted to review the impacts of overall fluoride exposure in the population.

Several studies have reviewed fluoride exposure in vulnerable populations:

- A Mexico City, Mexico, study published in 2017 found that prenatal fluoride exposure was associated with [lower IQ](#) in both boys and girls ages six to twelve. Similarly, a nationwide Canadian study found that higher maternal urinary fluoride in pregnancy was associated with [reduced IQ](#) in boys ages three to four. The fluoride exposure levels in these studies are [comparable](#) to those found in pregnant women in the United States.
- A Canadian cross-sectional study published in 2019 found an association between exposure to fluoridated water and [attention deficit hyperactivity disorder \(ADHD\)](#) among children and adolescents between the ages of six and seventeen.
- Similarly, higher prenatal fluoride exposure was associated with increased incidence [of ADHD](#) in children ages six through twelve in a subgroup of the Mexico City, Mexico study.
- A 2023 Canadian study found that maternal exposure to fluoridated drinking water at 0.7 milligrams per liter throughout pregnancy was associated with [decreased child inhibitory control and cognitive flexibility](#), particularly in girls.
- Another study published in JAMA Network Open in May 2024, found higher [prenatal fluoride exposure](#) was associated with increased child neurobehavioral problems in Los Angeles, California. The authors recommended establishing guidelines for limiting fluoride exposure during pregnancy.
- On August 22, 2024, the U.S. Department of Health and Human Services National Toxicology Program (NTP) published a [report](#) evaluating total fluoride exposure from all sources.

Florida Department of Health**Office of the State Surgeon General**

4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701
PHONE: 850-245-4210 • FAX: 850-922-9453

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

- The report highlights a concern that some [pregnant women and children](#) may be receiving more fluoride than necessary due to fluoride exposure from multiple sources, including treated public water, water-added foods and beverages, teas, toothpaste, floss, and mouthwash. Thus, the combined total intake of fluoride may exceed safe amounts.
- The report states that the majority of the 72 epidemiological studies pertaining to fluoride's impacts on children's IQ, published through April 2021, found an association between higher levels of fluoride consumption and reduced IQ in children.
- While there is insufficient data to determine if the lower level of 0.7 milligrams per liter, currently recommended for U.S. community water systems, has a negative impact on children's IQ, the report concludes that there is moderate confidence in the scientific evidence that points to an association between higher levels of fluoride consumption and lower IQ in children.¹
- On September 24, 2024, [a U.S. District Court ruled](#) that community water fluoridation at 0.7 milligrams per liter presents an unreasonable risk of injury to health under the [Amended Toxic Substances Control Act \(Amended TSCA\)](#) and the U.S. Environmental Protection Agency is obliged to take regulatory action in response.

Other studies point to various potential impacts associated with systemic fluoride consumption that should be considered when weighing the risks and benefits of adding fluoride to community water systems, including increased risks of developing [sleep apnea](#), accumulation of fluoride in the pineal gland, [sleep cycle disturbance](#), [premature menarche](#) in adolescent girls, negative impacts on the [thyroid gland](#), and elevated occurrences of [skeletal fluorosis](#).

Due to the neuropsychiatric risk associated with fluoride exposure, particularly in pregnant women and children, and the wide availability of alternative sources of fluoride for dental health, the State Surgeon General recommends against community water fluoridation.

The Florida Department of Health strongly supports oral and overall health through:

- Operation and expansion of school-based preventive dental services.
- County health department dental clinics, which provide dental services to communities.
- Screening and treatment referral in pre-school and school settings.
- Provider education, including training on oral health service delivery for those with special health care needs.
- Promotion of healthy habits, with emphasis on a reduction in sugar consumption, through oral health education to communities.
- Providing oral health care supplies to community partners.
- Providing tobacco and vaping cessation resources and services.

Based on self-reported data from 2023, it is estimated that more than 70% of Floridians on community water systems receive fluoridated water. To see if your community water system is included, please visit the webpage [Public Water Systems Actively Fluoridating](#).

References

1. [About Community Water Fluoridation | Fluoridation | CDC](#)
2. [Fluoridation policy and practice: A European Story separating myths from reality.](#)
3. [Prenatal Fluoride Exposure and Cognitive Outcomes in Children at 4 and 6–12 Years of Age in Mexico | Environmental Health Perspectives | Vol. 125, No. 9](#)
4. [Association Between Maternal Fluoride Exposure During Pregnancy and IQ Scores in Offspring in Canada - PubMed](#)
5. [Urinary fluoride levels and metal co-exposures among pregnant women in Los Angeles, California - PMC](#)
6. [Association of water fluoride and urinary fluoride concentrations with attention deficit hyperactivity disorder in Canadian youth - PubMed](#)
7. [Prenatal fluoride exposure and attention deficit hyperactivity disorder \(ADHD\) symptoms in children at 6–12 years of age in Mexico City - ScienceDirect](#)
8. [Fluoride exposure during pregnancy from a community water supply is associated with executive function in preschool children: A prospective ecological cohort study - PubMed](#)
9. [Maternal Urinary Fluoride and Child Neurobehavior at Age 36 Months | Public Health | JAMA Network Open | JAMA Network](#)
10. [NTP Monograph: State of the Science Concerning Fluoride Exposure and Neurodevelopment and Cognition: A Systematic Review; August 2024](#)
11. [Food & Water Watch, Inc., et al. v. Environmental Protection Agency, et al. | United States Courts](#)
12. [COMPS-895.pdf](#)
13. [Fluoride exposure and sleep patterns among older adolescents in the United States: a cross-sectional study of NHANES 2015-2016 - PubMed](#)
14. [Fluoride Exposure and Age of Menarche: Potential Differences Among Adolescent Girls and Women in the United States | Exposure and Health](#)
15. [Fluoride exposure and thyroid function among adults living in Canada: Effect modification by iodine status - PubMed](#)
16. [Fluoride in Drinking Water and Skeletal Fluorosis: a Review of the Global Impact - PubMed](#)

Water Fluoridation in your Drinking Water

The pros of fluoridation in your water supply

Communities across the globe have reduced tooth decay and improved oral health among residents through water fluoridation, as reported by the Centre for Disease Control. In the U.S., this can be spotted today, especially in an age when many also have access to fluoride toothpaste. Beyond the documented health benefits, fluoridating drinking water:

- Is the most effective and widely used method of promoting dental health.
- Acts as an antibacterial, slowing down the growth of bacteria in the mouth.
- Continues to help prevent tooth decay in American children, 42% of children aged 2 to 11, and 91% of adults are still affected by dental caries (tooth decay and cavities), according to Today.
- Saves communities money they would otherwise be spending on dental care.
- Is not a medication; it's a natural ingredient found in groundwater, the oceans, and other natural resources.

The cons of fluoridation in your water supply

Despite the noted health benefits of fluoride, there have been questions and doubts raised as to its efficacy when put in drinking water. Some experts have even claimed that excessive fluoridated water can result in a host of negative outcomes, including:

- The onset of dental fluorosis or enamel fluorosis, a staining or breakdown of the teeth from excessive fluoride exposure. Although fluorosis is a cosmetic condition and does not cause any serious physical problems, the National Institutes of Mental Health has suggested that fluoride-damaged teeth can lead to psychological and behavioral problems.
- Some dentists and experts stress that fluoride must be applied topically to be effective for oral health.
- Water fluoridation of all levels has been linked to bone fractures and other health issues. Medical News Today reports low thyroid functions, fatigue, weight gain, and irregular bowel function could be exacerbated by consuming too much fluoride.
- There is no controlled usage, meaning people who drink lots of water, therefore, are exposed to lots of fluorides.
- Many suggest adding fluoride to our water supply is an unethical practice of mass medication for Americans who cannot choose or give consent. Currently, there exists no medication or supplement that is physically tolerated universally by populations, and fluoride is no different.



**City of LaBelle Board of Commissioners
Agenda Request**

To: Honorable Mayor and City Commission
Prepared By: Lilly Davenport on behalf of Mayor
Date of Meeting: March 13, 2025
Date Submitted: February 18, 2025
Title of Agenda Item: Recreation Board Contribution – % Allocation for Forrey Park
Agenda Location: Non-Public Hearing Items

Report in brief: The Commission awarded \$174,895 to the Hendry County Recreation Board for FY2025. The County is requesting information on how to allocate the contribution between Forrey Park and general operations of the Recreation Board.

Staff Comments: The Commission did not designate how to split the contribution. The Mayor advised that the interlocal agreement requires the City to match the contribution of the County. The City's total contribution exceeds the required amount, so guidance is needed from the Commission on how to allocate the funds. NOTE: Steven Lynn budgeted the City contribution at 25% (\$43,723.75) in benefit of Forrey Park.

Fiscal Impact: A higher percentage contribution to Forrey Park may yield a greater direct benefit to the City, especially if some of the contribution to the Rec Board is used for the benefit of parks outside City limits.

Recommended Actions: The Commission should provide guidance on the REQUIRED contribution to Forrey Park under the interlocal agreement and the extent to which any additional amount should be allocated to the Park instead of general operating.

INTERLOCAL RECREATION AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this 1st day of October, 1990, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", in consideration of the mutual promises and covenants set forth herein, and to accomplish the goals and purposes, to wit:

WHEREAS, City and County have determined that recreational programs should be provided jointly to residents of the City and unincorporated areas in the western part of the County in order to maximize the quantity and quality of such programs and to achieve certain efficiencies of operation, and

WHEREAS, City and County have decided to jointly form a Recreational Board to organize and operate recreational facilities and programs in the City and the unincorporated area of Hendry County now included in the West Hendry County Recreational Municipal Services Benefit Unit, and

WHEREAS, City and County have resolved to enter into this interlocal agreement to establish a Recreation Board and set forth its powers and duties and goals,

NOW THEREFORE CITY AND COUNTY AGREE AS FOLLOWS:

Hendry-LaBelle Recreation Board

Certified to be a true and correct copy of the original.

Christine Pratt
Clerk Circuit Court
Hendry County Florida
By: *Christine Pratt*
Deputy Clerk

Date: 3-15-91

1. The Hendry-LaBelle Recreation Board, hereinafter called "Board", consisting of five members shall be established to carry out the programs authorized by this agreement, which Board shall have the powers and responsibilities set forth herein, plus all powers and duties reasonably implied and incident to the express

powers set forth herein, plus such other powers as may be from time to time granted or implied by actions of City and County.

2. Two members of the Board shall be Councilmen designated by City, and two members of the Board shall be the two Commissioners whose districts are most coexistent with the West Hendry County Recreational Municipal Service Benefit Unit, and one member of the Board shall be a member designee of the Hendry County School Board.

3. Except for the Commissioner members, Board members shall serve at the will of the respective designating bodies.

4. The Board shall commence and operate recreational programs within and without Hendry County for the principal benefit of the residents of the City and that portion of Hendry County included within the West Hendry County Recreational Municipal Service Benefit Unit as established by Hendry County Resolution No.88-71, and for such purposes the Board may employ necessary persons; enter into contracts for and purchase services, supplies, and goods; and manage and maintain the parks, recreational facilities and lands specifically identified by this agreement or placed under the Board's control by subsequent resolutions of City and County. Any persons employed by the Board shall be considered employees of the Board and not employees of the City or the County for the purposes of a salary, insurance, retirement or any other benefits.

5. The Board shall expend and contract to expend only such amounts and for such purposes as set forth in an annual budget jointly appropriated by the City and the County, and amendments thereto.

Special Assessments

6. The City shall assess and collect a special assessment of \$35.00 from each residence within the City of LaBelle, and the County shall assess and collect a special assessment of \$35.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit as established by Hendry County Resolution No. 88-71, and the proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this agreement. Notwithstanding the above, City and County may assess a lesser amount or provide rebates, as each may choose, for recreational vehicle park sites. These special assessments may be amended from year to year by subsequent agreement of the City and County provided, however, that the special assessments adopted by the City and County shall be of an equal amount. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in, or subsequently added to, this agreement.

Recreational Facilities

7. All lands and real property owned or leased in conjunction with programs and facilities operated by the Board shall be titled or leased to the City or the County or both rather than to the Board.

8. Approval for the purchase or lease of lands and real property with funds from special assessments levied pursuant to this agreement or with moneys appropriated to the Board shall require a majority vote of the governing bodies of both the City and the County.

9. The Board may purchase and own personal property consistent with its annual appropriations. Upon termination of this agreement, personal property owned by the Board shall be distributed to the City and the County on a basis consistent with the proportion of assessments levied and other contributions to the programs conducted hereunder. Any personal property purchase which becomes affixed, installed or connected to the facility or the real property shall be distributed to the entity which owns that facility or real property so long as such meets the equitable distribution requirement of this paragraph.

10. The following lands, parks, and facilities owned or leased by the City shall be dedicated to the Board for the duration of this agreement:

- a) Nature Park End of Hardee St.
- b) Daniels Community Bldg., Fordson
- c) Recreation Park In Fordson Park
- d) Playground Equip., Lincoln Ave.
- e) City Boat Dock
- f) Children's Park, Belmont

11. The following lands, parks, and facilities owned or leased by the County shall be dedicated to the Board for the duration of this agreement:

- a) Lions Park, North of the River
- b) Boat Ramp Facilities, North of River
- c) Davis Pratt Park
- d) Pioneer Plantation Park
- e) Felda Community Center Facilities
- f) Rodeo Grounds

Tort Liability

12. The Board shall be an agency of the City for activities occurring on City owned property and an agency of the County for activities occurring on County owned property for purposes of tort liability. From funds appropriated pursuant to this agreement, City and County shall be reimbursed for their insurance costs relating to Board activities and Board controlled facilities.

13. To the extent that an award or settlement exceeds available insurance coverage, each party, City and County, agree to hold harmless, indemnify, and contribute to awards for tort against the other party as may be required so that each party pays 50% of all such awards or settlements, provided, however, that neither party shall be required to contribute more than 50% of the amount for which it would be liable under the provisions of Section 768.28, Florida Statutes, were that party to be a sole defendant in conjunction with the subject occurrence.

14. Notwithstanding the above, no settlement of a claim against the Board requiring contribution by both City and County may be entered into without the consent of the governing bodies of both.

Termination

15. This interlocal agreement may be terminated on October 1 of any year by either party upon a resolution adopted by that party's governing body and served upon the other party prior to June 15th of that year.

Severability

16. This agreement shall not be severable. A determination and judgment by any Court of competent jurisdiction adjudging any part hereof invalid or unenforceable shall be deemed to make the entire agreement voidable, and this agreement shall become void and be deemed to be of no further effect thereafter unless within 60 days of such judgment the governing bodies of both parties shall resolve to amend and/or continue the interlocal agreement as to its remaining portions.

Commencement

17. This agreement shall become effective upon its execution and filing according to law and the appointment of the required members to the Board by each party.

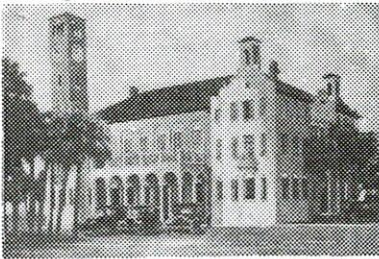
In witness thereof and pursuant to resolutions adopted by each, this interlocal agreement is executed and sealed on the date first written above.

Attest: Christine Pratt
Christine Pratt, Clerk

Hendry County
By: Joseph R. Spratt, Jr. 2/26/91
Joseph R. Spratt, Jr. Chairman

Attest: Deyan
Clerk

City of LaBelle
By: Thomas A. Smith 3/14/91
Thomas Smith, Mayor



HENDRY COUNTY

BOARD OF COUNTY COMMISSIONERS

P.O. BOX 2340
LABELLE, FLORIDA 33975-2340

LESTER B. BAIRD, SR.
County Administrator

BARBARA BUTLER
Clerk

(863) 675-5295

January 29, 2007

Jimmy Luckey, Esquire
Post Office Drawer 1820
LaBelle, Florida 33975

Subject: Amended Interlocal Recreation Agreement between Hendry County and the City
of LaBelle

Dear Jimmy:

The Board of County Commissioners at their January 9, 2007 meeting approved the enclosed amendment to the Interlocal Recreation Agreement between the City of LaBelle and Hendry County. If acceptable, please have the appropriate officials execute the agreements and return one original to our office for filing.

Please contact Mark Lapp, County Attorney, at the above number if you have any questions about this matter.

Thank you.

Sincerely,

Felicia Bee
Legal Assistant
County Attorney's Office

fb/
Encl.

**AMENDED AND RESTATED INTERLOCAL
RECREATION AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of January, 2007, amends that certain agreement made the 1st day of October, 1990, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", to provide for recreational programs to residents of the City and unincorporated areas in the western part of the County.

WHEREAS, City and County determined that recreational programs should be provided jointly to residents of the City and unincorporated areas in the western part of the County in order to maximize the quantity and quality of such programs and to achieve certain efficiencies of operation, and

WHEREAS, City and County decided to jointly form a Recreation Board to organize and operate recreational facilities and programs in the City and the unincorporated area of Hendry County included in the West Hendry County Recreational Municipal Services Benefit Unit, and

WHEREAS, City and County entered into an interlocal agreement on October 1, 1990, to establish a Recreation Board and set forth its powers and duties and goals, and

WHEREAS, City and County now desire to amend the 1990 agreement to add a non-voting member to the Recreation Board.

NOW, THEREFORE CITY AND COUNTY AGREE AS FOLLOWS:

Hendry-LaBelle Recreation Board

1. The Hendry-LaBelle Recreation Board, hereinafter called "Board", consisting of five voting members and one non-voting member shall be established to carry out the programs authorized by this agreement, which Board shall have the powers and responsibilities set forth herein, plus all powers and duties reasonably implied and incident to the express powers set forth herein, plus such other powers as may be from time to time granted or implied by actions of City and County.
2. Two members of the Board shall be Councilmen designated by City, two members of the Board shall be the two Commissioners whose districts are most coexistent with the West Hendry County Recreational Municipal Service Benefit Unit, one member of the Board shall be a member designee of the Hendry County School Board, and one member of the Board shall be a resident of western Hendry County appointed by a majority of the Board. The western Hendry County resident shall be non-voting.
3. Except for the Commissioner members, Board members shall serve at the will of the respective designating bodies.
4. The Board shall commence and operate recreational programs within and without Hendry County for the principal benefit of the residents of the City and that

portion of Hendry County included within the West Hendry County Recreational Municipal Services Benefit Unit as established by Hendry County Resolution No. 88-71, and for such purposes the Board may employ necessary persons; enter into contracts for and purchase services, supplies, and goods; and manage and maintain the parks, recreational facilities and lands specifically identified by this agreement or placed under the Board's control by subsequent resolutions of City and County. Any persons employed by the Board shall be considered employees of the Board and not employees of the City or the County for the purposes of a salary, insurance, retirement or any other benefits.

5. The Board shall expend and contract to expend only such amounts and for such purposes as set forth in an annual budget jointly appropriated by the City and the County, and amendments thereto.

Special Assessments

6. The City shall assess and collect a special assessment of \$75.00 from each residence within the City of LaBelle, and the County shall assess and collect a special assessment of \$75.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit as established by Hendry County Resolution No. 88-71, and the proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this agreement. Notwithstanding the above, City and County may assess a lesser amount or provide rebates, as each may choose, for recreational vehicle park sites. These special assessments may be amended from year to year by subsequent agreement of the City and County provided, however, that the special assessments adopted by the City and County shall be of an equal amount. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in, or subsequently added to, this agreement.

Recreational Facilities

7. All lands and real property owned or leased in conjunction with programs and facilities operated by the Board shall be titled or leased to the City or the County or both rather than to the Board.
8. Approval for the purchase or lease of lands and real property with funds from special assessments levied pursuant to this agreement or with moneys appropriated to the Board shall require a majority vote of the governing bodies of both the City and the County.
9. The Board may purchase and own personal property consistent with its annual appropriations. Upon termination of this agreement, personal property owned by the Board shall be distributed to the City and the County on a basis consistent with the proportion of assessments levied and other contributions to the programs conducted hereunder. Any personal property purchase which becomes affixed, installed or connected to the facility or the real property shall be distributed to the

entity which owns that facility or real property so long as such meets the equitable distribution requirement of this paragraph.

10. The following lands, parks, and facilities owned or leased by the City shall be dedicated to the Board for the duration of this agreement:
 - a. Nature Park End of Hardee Street
 - b. James Singleton Community Park/Fordson Park
 - c. Alton Jones Kid Park
 - d. Joe Culiver Park
 - e. LaBelle Community Civic Park - Soccer
11. The following lands, parks, and facilities owned or leased by the County shall be dedicated to the Board for the duration of this agreement:
 - f. Lions Park, North of the River
 - g. Bob Mason Park
 - h. Boat Ramp Facilities, North of River
 - i. Davis Pratt Park
 - j. Pioneer Plantation Community Center Facilities
 - k. Felda Community Center Facilities
 - l. Rodeo Grounds
 - m. LaBelle Community Civic Park – Soccer
 - n. Hendry-LaBelle Community Sports Park
 - o. Recreation Office

Tort Liability

12. The Board shall be an agency of the City for activities occurring on City owned property and an agency of the County for activities occurring on County owned property for purposes of tort liability. From funds appropriated pursuant to this agreement, City and County shall be reimbursed for their insurance costs relating to Board activities and Board controlled facilities.
13. To the extent that an award or settlement exceeds available insurance coverage, each party, City and County, agree to hold harmless, indemnify, and contribute to awards for tort against the other party as may be required so that each party pays 50% of all such awards or settlements, provided, however, that neither party shall be required to contribute more than 50% of the amount for which it would be liable under the provisions of Section 768.28, Florida Statutes, were that party to be a sole defendant in conjunction with the subject occurrence.
14. Notwithstanding the above, no settlement of a claim against the Board requiring contribution by both City and County may be entered into without the consent of the governing bodies of both.

Termination

15. This Interlocal agreement may be terminated on October 1st of any year by either party upon a resolution adopted by that party's governing body and served upon the other party prior to June 15th of that year.

Severability

16. This Agreement shall not be severable. A determination and judgment by any Court of competent jurisdiction adjudging any part hereof invalid or unenforceable shall be deemed to make the entire agreement voidable, and this agreement shall become void and be deemed to be of no further effect thereafter unless within 60 days of such judgment the governing bodies of both parties shall resolve to amend and/or continue the interlocal agreement as to its remaining portions.

Commencement

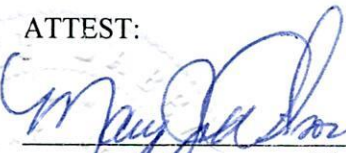
17. This agreement shall become effective upon its execution and filing according to law.

In witness thereof and pursuant to resolutions adopted by each, this interlocal agreement is executed and sealed on the date first written above.

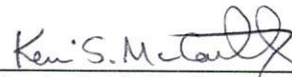
ATTEST:


Barbara Butler, Clerk
Anita Bischel, Deputy Clerk

ATTEST:

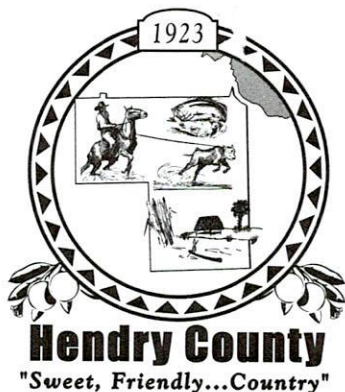

Deputy Clerk
Mary Jo Wilson

HENDRY COUNTY BOARD
OF COUNTY COMMISSIONERS


Kevin S. McCarthy, Chair

CITY OF LABELLE


Randal Bengston, Mayor



HENDRY COUNTY
Board of County Commissioners
P.O. Box 2340
LaBelle, Florida 33975-2340

Charles T. Chapman IV
County Administrator

Mark F. Lapp
County Attorney

Barbara Butler
Clerk of the Courts

(863) 675-5295

March 12, 2014

Mary Jo Wilson, Deputy City Clerk
City of LaBelle
P.O. Box 458
LaBelle, Florida 33975

RE: First Amendment to Second Amended and Restated Interlocal Recreation Agreement

Dear Mrs. Wilson:

Enclosed please find two originals of the First Amendment to Second Amended and Restated Interlocal Agreement governing the joint provision of recreational programs and management and maintenance of recreational facility in the western part of the County. If approved by your Board at their March 13, 2014 meeting, please have the appropriate officials execute both originals and return one original to the County Attorney's office for our records.

Thank you for your attention to this matter. Please feel free to contact Mark Lapp at (863) 675-5295 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Felicia Bee-Pequeno".

Felicia Bee-Pequeno, FRP
Legal Assistant to Mark Lapp
Hendry County Attorney

FBP
encl.

**FIRST AMENDMENT TO SECOND AMENDED
AND RESTATED INTERLOCAL RECREATION AGREEMENT**

THIS AGREEMENT made and entered into this 13th day of March 2014, amends that certain agreement made and entered into on May 17, 2012, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", to provide for recreational programs and management and maintenance of recreational facilities for the residents of the City and unincorporated areas in the western part of the County.

WHEREAS, the parties entered into the Second Amended and Restated Interlocal Recreation Agreement on May 17, 2012, hereinafter called "Agreement", to govern the joint provision of recreational programs and management and maintenance of recreational facilities for the residents of the City and unincorporated areas in the western part of the County; and

WHEREAS, the Hendry-LaBelle Recreation Board created pursuant to the parties' original interlocal agreement, hereinafter referred to as "Board", desires to construct improvements at the LaBelle Recreational Park – Forrey Drive, and has found it necessary to obtain a loan to pay for the project; and

WHEREAS, Florida Statute 163.01, which provides statutory authority for local governments to enter into interlocal agreements, authorizes additional powers for boards created pursuant thereto beyond that which were set forth in the Agreement, including incurring debts, liabilities and obligations which do not constitute the debts, liabilities or obligations of any of the parties to the agreement, and constructing and operating buildings, works or improvements; and

WHEREAS, the Agreement did not specify that it was entered into pursuant to Florida Statute 163.01 and the parties now wish to declare that the Agreement was and is entered into under the authority of that statute; and

WHEREAS, the parties wish to amend the Agreement to include authority for the Board to incur debts, liabilities and obligations which do not constitute the debts, liabilities or obligations of any of the parties to the agreement and additional provisions related thereto, as well as authority for the Board to construct and operate buildings, works and improvements.

NOW, THEREFORE, COUNTY AND CITY HEREBY AGREE AS FOLLOWS:

1. The parties accept and adopt the foregoing recitals.
2. Section 4 of the Second Amended and Restated Interlocal Recreation Agreement is modified to read as follows (new text is underlined and deleted text is ~~stricken~~):
 4. The Board shall commence and operate recreational programs within and without Hendry County for the principal benefit of the residents of the City and that portion of Hendry County included within the West Hendry County Recreational Municipal Services Benefit Unit as established by Hendry County Resolution No. 88-71, and for such purposes the Board may employ necessary

persons; enter into contracts for and purchase services, supplies, and goods; incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of the City or the County; and construct, manage, and maintain and operate the parks, recreational facilities and lands specifically identified by this agreement or placed under the Board's control by subsequent resolutions of City and County.

3. Section 8 of the Second Amended and Restated Interlocal Recreation Agreement is modified to read as follows (new text is underlined and deleted text is ~~stricken~~):

8. The City shall assess and collect a special assessment of \$100.00 from each residence within the City of LaBelle, and the County shall assess and collect a special assessment of \$100.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit as established by Hendry County Resolution No. 88-71, and the proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this agreement. Notwithstanding the above, City and County may assess a lesser amount or provide rebates, as each may choose, for recreational vehicle park sites. These special assessments may be amended from year to year by subsequent agreement of the City and County, provided, however, that the special assessments adopted by the City and County shall be of an equal amount and shall be adequate to fund the operations of the Board. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in, or subsequently added to, this agreement. Additionally, the City retains the right to increase the special assessment relative to the City independent of the County for City purposes, however, the City hereby agrees to continue the pledge of special assessment revenue relative to the LaBelle Recreational Park – Forrey Drive project.

4. Section 17 of the Second Amended and Restated Interlocal Recreation Agreement is modified to read as follows (new text is underlined and deleted text is ~~stricken~~):

17. This interlocal agreement ~~may be terminated on October 1st of any year by either party upon a resolution adopted by that party's governing body and served upon the other party prior to June 15th of that year~~ shall remain in effect until at least September 30, 2031. This interlocal agreement shall continue thereafter on a year-to-year basis (October 1 – September 30) unless either party's governing body adopts a resolution expressing a desire not to renew the agreement for another year and provides such resolution to the other party by June 15th prior to the desired date of termination.

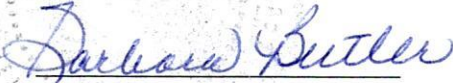
5. The Second Amended and Restated Interlocal Recreation Agreement is modified to add a new Section 20 as follows:

Authority


20. This agreement is entered into under the authority of Florida Statute
163.01.

In all other ways the Second Amended and Restated Interlocal Recreation Agreement is unmodified.


ATTEST:


Barbara Butler, Clerk

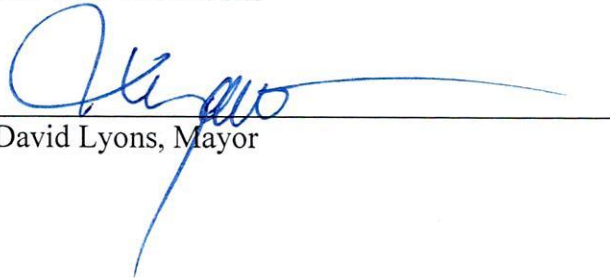
HENDRY COUNTY


Karson Turner, Chairman, County Commission

ATTEST:


Clerk

CITY OF LABELLE


David Lyons, Mayor



HENDRY COUNTY
Board of County Commissioners
P.O. Box 2340
LaBelle, Florida 33975-2340

Charles T. Chapman IV
County Administrator

Mark F. Lapp
County Attorney

Barbara Butler
Clerk of the Courts

(863) 675-5295
April 10, 2014

Mary Jo Wilson, Deputy City Clerk
City of LaBelle
via hand delivery

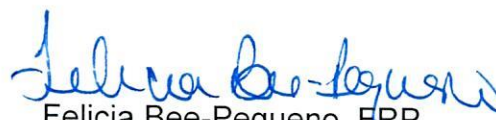
RE: Second Amendment to Second Amended and Restated Interlocal Recreation Agreement

Dear Mary Jo:

Enclosed herewith are two originals of the Second Amendment to Second Amended and Restated Interlocal Recreation Agreement approved by Hendry County. If approved by your Commission at their meeting this evening, please have the appropriate officials execute both originals and return one original to the County Attorney's office for our records.

Thank you for your attention to this matter. Please feel free to contact Mark Lapp at (863) 675-5295 if you have any questions.

Sincerely,


Felicia Bee-Pequeno, FRP
Legal Assistant to Mark Lapp
Hendry County Attorney

FBP
encl.

**SECOND AMENDMENT TO SECOND AMENDED
AND RESTATED INTERLOCAL RECREATION AGREEMENT**

THIS AGREEMENT made and entered into this 10th day of April 2014, amends that certain agreement made and entered into on May 17, 2012, and amended on March 13, 2014, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", to provide for recreational programs and management and maintenance of recreational facilities for the residents of the City and unincorporated areas in the western part of the County.

WHEREAS, the parties entered into the Second Amended and Restated Interlocal Recreation Agreement on May 17, 2012, hereinafter called "Agreement", to govern the joint provision of recreational programs and management and maintenance of recreational facilities for the residents of the City and unincorporated areas in the western part of the County; and

WHEREAS, the parties entered into the First Amendment to the Second Amended and Restated Interlocal Recreation Agreement on March 13, 2014, to make certain changes to the Agreement; and

WHEREAS, the parties wish to amend the Agreement to clarify the parties' funding obligations with respect to the Hendry-LaBelle Recreation Board.

NOW, THEREFORE, COUNTY AND CITY HEREBY AGREE AS FOLLOWS:

1. The parties accept and adopt the foregoing recitals.
2. Section 8 of the Second Amended and Restated Interlocal Recreation Agreement is modified to read as follows (new text is underlined and deleted text is ~~stricken~~):
 8. The City shall assess and collect a special assessment of \$100.00 from each residence within the City of LaBelle, and the County shall assess and collect a special assessment of \$100.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit as established by Hendry County Resolution No. 88-71, and the proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this agreement. Notwithstanding the above, City and County may assess a lesser amount or provide rebates, as each may choose, for recreational vehicle park sites. These special assessments may be amended from year to year by subsequent agreement of the City and County, provided, however, that the special assessments adopted by the City and County shall be of an equal amount and shall be adequate to fund the operations of the Board. Operations of the Board shall include scheduled payment of debt, liabilities or other obligations incurred for those purposes set forth in Section 4 above. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in, or

subsequently added to, this agreement. Additionally, the City retains the right to increase the special assessment relative to the City independent of the County for City purposes, however, the City hereby agrees to continue the pledge of special assessment revenue relative to the LaBelle Recreational Park – Forrey Drive project.

In all other ways the Second Amended and Restated Interlocal Recreation Agreement is unmodified.

HENDRY COUNTY

ATTEST:



Barbara Butler, Clerk



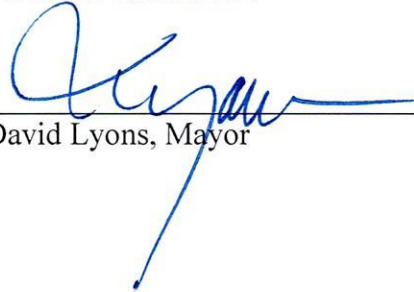
Karson Turner, Chairman, County Commission

CITY OF LABELLE

ATTEST:



Clerk



David Lyons, Mayor

THIRD AMENDED AND RESTATED INTERLOCAL RECREATION AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2018, superseding and replacing certain prior agreements, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", providing for recreational programs to residents of the City and unincorporated areas in the western part of the County.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, codified as Section 163.01, Florida Statutes, authorizes governments in the state of Florida to jointly exercise any constitutional or statutory power, privilege or authority which either government might exercise separately; and,

WHEREAS, City and County determined that recreational programs should be provided jointly to residents of the City and unincorporated areas in the western part of Hendry County in order to maximize the quantity and quality of such programs and to achieve certain efficiencies of operation; and

WHEREAS, City and County decided to jointly form a Recreation Board to organize and operate recreational facilities and programs within the City of LaBelle and the unincorporated area of Hendry County included in the West Hendry County Recreational Municipal Services Benefit Unit, as established by Hendry County Resolution No. 88-71; and

WHEREAS, City and County entered into an interlocal agreement on October 1, 1990, to establish a Recreation Board and set forth its powers and duties and goals; and

WHEREAS, City and County subsequently entered into an amended and restated interlocal agreement on January 9, 2007, a second amended and restated interlocal agreement on May 17, 2012, and further amendments to the second amended and restated interlocal agreement on March 13, 2014 and April 10, 2014; and

WHEREAS, on December 13, 2016, County adopted Resolution No. 2016-129 modifying the boundaries of the area encompassed by the West Hendry County Recreational Municipal Services Benefit Unit to exclude the Pioneer Plantation community, Leon Dennis Subdivision and other areas in the center of the County; and

WHEREAS, City and County now desire to amend and restate the interlocal agreement to add information technology to the list of services that may be provided by the County or the City, to remove provisions relating to assessments for recreational vehicle park sites, to detail the circumstances governing special assessments not matched by the other local government, to remove the Pioneer Plantation Community Center Facilities and Felda Community Center Facility from the list of facilities dedicated to the Board, to add street addresses for those parks and facilities that have street addresses, and to make various other wording changes to the agreement.

NOW, THEREFORE CITY AND COUNTY AGREE AS FOLLOWS:

Section One: Hendry-LaBelle Recreation Board

- 1.1 The parties hereto acknowledge and agree that the recitals are incorporated in and made a part of this Agreement.
- 1.2 The Hendry-LaBelle Recreation Board (hereinafter "Board") consisting of five voting members is established to carry out the programs authorized by this Agreement. The Board shall have the powers and responsibilities set forth herein, plus all powers and duties reasonably implied and incident to the express powers set forth herein.
- 1.3 The Board's membership shall consist of two Commissioners of the City so designated by City Commission, the two County Commissioners whose districts are most coexistent with the West Hendry County Recreational Municipal Services Benefit Unit, and a member designee of the Hendry County School Board. Except for the County Commissioner members, Board members serve at the will of the respective designating bodies.
- 1.4 The Board may employ necessary persons; enter into contracts for and purchase services, supplies, and goods; incur debts, liabilities or obligations; and construct, manage, maintain and operate the parks, recreational facilities and lands specifically identified in this Agreement. Notwithstanding the forgoing, no debt, liability, or obligation of the Board shall constitute the debts, liabilities or obligations of the City or the County without their express agreement.
- 1.5 The Board shall employ a Recreation Director to carry out all aspects of the recreational programs, including maintenance of the recreational facilities. The Board shall have hiring, supervisory, disciplinary and termination authority over the Recreation Director, who shall serve at the will of the Board. The Recreation Director shall have hiring, supervisory, disciplinary and termination authority over all other persons employed by the Board, subject to the provisions hereinafter. The Board shall have no hiring, supervisory, disciplinary or termination authority over persons subordinate to the Recreation Director.
- 1.6 All persons employed shall be County employees for the following purposes and the Board shall reimburse the County for any costs incurred for employing such persons, including salary, the employer portion of federal taxes, fringe benefits and indirect costs attributable to such employment. County personnel policies shall generally govern the hiring, discipline and termination of the employees subordinate to the Recreation Director, subject to modification by vote of the Board based upon a determination that a particular policy needs to be different. County personnel policies include, but are not limited to, the County human resources manual, County pay scales and County leave and furlough practices. The Board shall reimburse the County for the value of County Human Resources Department services provided to the Board.
- 1.7 Where the Board finds it is inefficient for the Board to have its own employees, the Board may utilize the services of the County or the City for certain functions. Such functions include, but are not limited to, vehicle repair, skilled trades work (e.g., air conditioning, plumbing), legal, information technology, purchasing, budgeting/finance and audit. The Board shall reimburse the County or the City, as applicable, for the value of such services.

- 1.8 The Board shall expend and contract to expend only such amounts and for such purposes as set forth in an annual budget jointly appropriated by the City and the County, and amendments thereto.

Section Two: Special Assessments

- 2.1 The City shall assess and collect a special assessment of \$100.00 from each residence within the City of LaBelle. Similarly, the County shall assess and collect a special assessment of \$100.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit. The proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this Agreement except as provided in Section 2.3.
- 2.2 These special assessments may be amended from year to year by subsequent agreement of the City and County, provided, however, that the special assessments adopted by the City and County shall be of an equal amount and shall be adequate to fund the operations of the Board. Operations of the Board shall include scheduled payment of debt, liabilities or other obligations incurred for those purposes set forth in Section 1.4 above. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in this Agreement.
- 2.3 Each party retains the right to increase its special assessment relative to and independent of the other for their own purposes provided, however, that the other party does not match the increase. Specifically, "own purposes" means that each party may utilize the incremental increase not mirrored by the other for recreational purposes outside of this Agreement. However, any subsequent increase or match by the other party shall require the first increasing party to appropriate funds for use by the Board consistent with this Agreement in equal proportion to the matching increase.

Section Three: Recreational Facilities

- 3.1 All lands and real property owned or leased in conjunction with programs and facilities operated by the Board shall be titled or leased to the City or the County or both rather than to the Board.
- 3.2 Approval for the purchase or lease of lands and real property with funds from special assessments levied pursuant to this Agreement or with moneys appropriated to the Board shall require the written consent of both the City and the County.
- 3.3 The Board may purchase and own personal property consistent with its annual appropriations, however upon termination of this Agreement such personal property shall be distributed to the City and the County on a basis consistent with the proportion of assessments levied and other contributions to the programs conducted hereunder. Any personal property purchase which becomes affixed, installed or connected to the facility or the real property shall be distributed to the

entity which owns that facility or real property so long as such meets the equitable distribution requirement of this paragraph.

- 3.4 The following lands, parks, and facilities owned or leased by the City shall be committed to the Board for the duration of this agreement:

- a. Nature Park, 440 Fraser Ave.
- b. James Singleton Community Center, 870 Caloosahatchee Ave.
- c. Alton Jones Kid Park, 450 Withlacoochee Ave.
- d. Joe Culiver Park, W. Lincoln Ave.
- e. LaBelle Community Civic Park – Soccer, 800 Jaycee-Lions Dr.
- f. LaBelle Sports Complex, 1100 Forrey Dr.

- 3.5 The following lands, parks, and facilities owned or leased by the County shall be committed to the Board for the duration of this agreement:

- a. Lions Park, 497 CR 78
- b. Bob Mason Park, 363 CR 78
- c. Boat Ramp Facilities, 497 CR 78
- d. Davis Pratt Park, 1287 Lillian St.
- e. Felda Community Park, 100 Willis Ranch Rd., Felda
- f. LaBelle Rodeo Grounds, 100 Rodeo Dr.
- g. LaBelle Community Civic Park – Soccer, 800 Jaycee-Lions Dr.
- h. Hendry-LaBelle Community Sports Park, 1105 Pratt Blvd.
- i. Recreation Office, 310 W. Cowboy Way
- j. LaBelle Sports Complex, 1100 Forrey Dr.

Section Four: Tort Liability And Sovereign Immunity

- 4.1 The Board shall be an agency of the City for activities occurring on City owned property and an agency of the County for activities occurring on County owned property for purposes of tort liability. From funds appropriated pursuant to this Agreement, City and County shall be reimbursed for their insurance costs relating to Board activities and Board controlled facilities.
- 4.2 As permitted by law, to the extent that an award or settlement exceeds available insurance coverage, each party, City and County, agrees to hold harmless, indemnify, and contribute to awards for tort against the other party as may be required so that each party pays 50% of all such awards or settlements, provided, however, that neither party shall be required to contribute more than 50% of the amount for which it would be liable under the provisions of Section 768.28, Florida Statutes, were that party to be a sole defendant in conjunction with the subject occurrence.
- 4.3 Notwithstanding the above, no settlement of a claim against the Board requiring contribution by both City and County may be entered into without the consent of the governing bodies of both.

Section Five: Scope Of The Agreement

This Agreement embodies the whole understanding between the parties on the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section Six: Amendments To The Agreement

This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Hendry County, Florida.

Section Seven: Term

This Agreement shall remain in effect until at least September 30, 2031. This Agreement shall continue thereafter on a year-to-year basis (October 1 - September 30) unless either party's governing body adopts a resolution expressing a desire not to renew the agreement for another year and provides such resolution to the other party by June 15th prior to the desired date of termination.

Section Eight: Effective Date

This Agreement shall become effective upon its filing with the Clerk of the Circuit Court of Hendry County, Florida.

Section Nine: Miscellaneous

- 9.1

The parties represent and warrant that they have full authority to enter into and sign this Agreement.
- 9.2

The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.
- 9.3

This Agreement shall not be severable. A determination and judgment by any Court of competent jurisdiction adjudging any part hereof invalid or unenforceable shall be deemed to make the entire Agreement voidable, and this Agreement shall become void and be deemed to be of no further effect thereafter unless within 60 days of such judgment the governing bodies of both parties shall resolve to amend any legally invalid provisions and continue the Agreement as to its remaining portions.
- 9.4

Venue for any disputes between the parties requiring adjudication shall be the Circuit Court for Hendry County, Florida. All disputes arising under this Agreement shall be governed by the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, this Agreement is executed and sealed on the date first written above.

HENDRY COUNTY BOARD
OF COUNTY COMMISSIONERS


Mitchell Wills, Chair


Barbara Butler, Clerk

ATTEST:


Clerk

CITY OF LABELLE


David Lyons, Mayor

**FIRST AMENDMENT TO THIRD AMENDED AND
RESTATED INTERLOCAL RECREATION AGREEMENT**

THIS AGREEMENT made and entered into this 28th day of September, 2020, amends that certain agreement made the 11th day of December, 2018, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", providing for recreational programs to residents of the City and unincorporated areas in the western part of the County.

WHEREAS, County and City entered into the Third Amended and Restated Interlocal Recreation Agreement on December 11, 2018, hereinafter called "Agreement", to cooperate on the provision of recreational facilities and programs within the City and within the unincorporated areas in the western part of the County; and

WHEREAS, the parties desire to amend the Agreement to add lower assessment amounts for recreational vehicle park rental lots, recreational park fee simple lots and hotel/motel rooms.

**NOW, THEREFORE, COUNTY AND CITY AGREE TO AMEND THE THIRD
AMENDED AND RESTATED INTERLOCAL RECREATION AGREEMENT AS
FOLLOWS:**

1. Section Two of the Agreement is hereby modified as follows (deletions shown by ~~striketrough~~, additions shown by underline):

Section Two: Special Assessments

- 2.1 The City shall assess and collect a special assessment of \$100.00 from each residence ~~and \$50.00 from each recreational vehicle park rental lot, recreational vehicle park fee simple lot and hotel/motel room~~ within the City of LaBelle. Similarly, the County shall assess and collect a special assessment of \$100.00 from each residence ~~and \$50.00 from each recreational vehicle park rental lot, recreational vehicle park fee simple lot and hotel/motel room~~ within the West Hendry County Recreational Municipal Service Benefit Unit. The proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this Agreement except as provided in Section 2.3.
- 2.2 These special assessments may be amended from year to year by subsequent agreement of the City and County, provided, however, that the special assessments adopted by the City and County shall be of an equal amount and shall be adequate to fund the operations of the Board. Operations of the Board shall include scheduled payment of debt, liabilities or other obligations incurred for those purposes set forth in Section 1.4 above. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in

addition to the special assessment) to the Board for any recreational facility included in this Agreement.

- 2.3 Each party retains the right to increase its special assessment relative to and independent of the other for their own purposes provided, however, that the other party does not match the increase. Specifically, "own purposes" means that each party may utilize the incremental increase not mirrored by the other for recreational purposes outside of this Agreement. However, any subsequent increase or match by the other party shall require the first increasing party to appropriate funds for use by the Board consistent with this Agreement in equal proportion to the matching increase.

In all other ways the Third Amended and Restated Interlocal Recreation Agreement is unmodified.

HENDRY COUNTY

ATTEST:

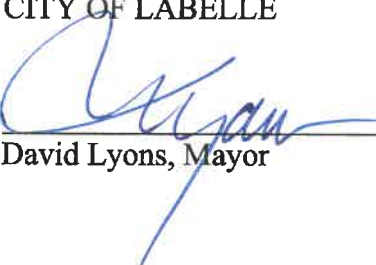

Kimberley Barrineau, Ad Interim Clerk


Mitchell Wills, Chairman

CITY OF LABELLE

ATTEST:


Thomas A. Smith, Clerk


David Lyons, Mayor

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED INTERLOCAL RECREATION AGREEMENT

THIS SECOND AMENDMENT made and entered into this 25 day of September, 2023, amends that certain agreement made the 11th day of December, 2018, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", providing for recreational programs to residents of the City and unincorporated areas in the western part of the County.

WHEREAS, County and City entered into the Third Amended and Restated Interlocal Recreation Agreement on December 11, 2018, hereinafter called "Agreement", to cooperate on the provision of recreational facilities and programs within the City and within the unincorporated areas in the western part of the County; and

WHEREAS, the parties entered into the First Amendment to the Agreement on September 28, 2020, to specify lower assessment amounts for recreational vehicle park rental lots, recreational park fee simple lots and hotel/motel rooms; and

WHEREAS, the parties now desire to amend the Agreement to provide for the County to handle reservations for use of the LaBelle Rodeo Grounds and to update the name of the park on Forrey Drive.

NOW, THEREFORE, COUNTY AND CITY AGREE TO AMEND THE THIRD AMENDED AND RESTATED INTERLOCAL RECREATION AGREEMENT AS FOLLOWS:

Section Three of the Agreement is hereby modified as follows (deletions shown by ~~strike through~~, additions shown by underline):

Section Three: Recreational Facilities

- 3.1 All lands and real property owned or leased in conjunction with programs and facilities operated by the Board shall be titled or leased to the City or the County or both rather than to the Board.
- 3.2 Approval for the purchase or lease of lands and real property with funds from special assessments levied pursuant to this Agreement or with moneys appropriated to the Board shall require the written consent of both the City and the County.
- 3.3 The Board may purchase and own personal property consistent with its annual appropriations, however upon termination of this Agreement such personal property shall be distributed to the City and the County on a basis consistent with the proportion of assessments levied and other contributions to the programs conducted hereunder. Any personal property purchase which becomes affixed, installed or connected to the facility or the real property shall be distributed to the

entity which owns that facility or real property so long as such meets the equitable distribution requirement of this paragraph.

- 3.4 Except as specified hereinafter, the The following lands, parks, and facilities owned or leased by the City shall be committed to the Board for the duration of this agreement:
- a. Nature Park, 440 Fraser Ave.
 - b. James Singleton Community Center, 870 Caloosahatchee Ave.
 - c. Alton Jones Kid Park, 450 Withlacoochee Ave.
 - d. Joe Culliver Park, W. Lincoln Ave.
 - e. LaBelle Community Civic Park – Soccer, 800 Jaycee-Lions Dr.
 - f. ~~LaBelle Sports Complex~~ Forrey Park, 1100 Forrey Dr.

- 3.5 Except as specified hereinafter, the The following lands, parks, and facilities owned or leased by the County shall be committed to the Board for the duration of this agreement:
- a. ~~Lions Park, 497 CR 78~~
 - b a. Bob Mason Park, ~~363 CR 78~~ 497 CR 78
 - b. Hendry County Boat Dock ~~Ramp Facilities~~, ~~497 CR 78~~ 363 Old CR 78
 - c. Davis Pratt Park, 1287 Lillian St.
 - d. Felda Community Park, 100 Willis Ranch Rd., Felda
 - e. LaBelle Rodeo Grounds, 100 Rodeo Dr.
 - f. LaBelle Community Civic Park – Soccer, 800 Jaycee-Lions Dr.
 - g. Hendry-LaBelle Community Sports Park, 1105 Pratt Blvd.
 - h. Recreation Office, 310 W. Cowboy Way
 - i. ~~LaBelle Sports Complex~~ Forrey Park, 1100 Forrey Dr.

The County will handle reservations for use of the LaBelle Rodeo Grounds. The Board is otherwise responsible for the operation and maintenance of this facility.

In all other ways the Third Amended and Restated Interlocal Recreation Agreement is unmodified.

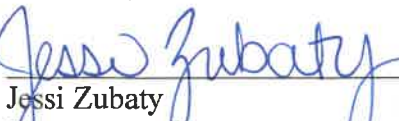
ATTEST:


Kimberley Barrineau, Clerk

HENDRY COUNTY


Emma J. Byrd, Chair

ATTEST:


Jessi Zubaty
Deputy City Clerk

CITY OF LABELLE


Julie Wilkins, Mayor



**YOU'RE INVITED TO
HELP PLAN
FOR OUR CITY'S
FUTURE**



Planning Our Journey to 2050: City of LaBelle Comprehensive Plan Update

Join our Community Workshop to help update LaBelle's Comprehensive Plan, the blueprint guiding our city's growth through 2050. Share your insights on critical areas such as infrastructure, housing, and economic development to help shape our community's future.

Join Us!

Community Workshop

Thursday, May 1, 2025
6:00pm - 7:30pm
Civic Building
481 W Hickpochee Ave,
LaBelle, FL 33935.

Land Use

Infrastructure

Housing

Environment

Economic Development



**City of LaBelle Board of Commissioners
Agenda Request**

To: Honorable Mayor and City Commission
Prepared By: Fire Chief Brent Stevens
Date of Meeting: 03/13/2025
Date Submitted: 03/03/2025
Title of Agenda Item: LaBelle Fire Department Ladder Truck RFP
Agenda Location: Non Public

Report in brief:

LaBelle Fire Department is requesting RFP for a Ladder Truck

Staff Comments: Move forward with RFP of Ladder Truck, once ladder truck committee scores are completed, approve Mayor Wilkins to sign off on the final purchase agreement if amount is under \$2,000,000.

Fiscal Impact: 2025 -

Has the request been budgeted? X Yes No

If yes, expected cost and account name. State Appropriation

If no, amount needed and proposed account:

,

Recommended Actions: Review and Approve

INVITATION TO BID 2025-01

FOR A

LADDER TRUCK – FIRE APPARATUS



CITY OF LABELLE, FLORIDA, CITY COMMISSION

City Hall

481 W Hickpochee Ave

LaBelle, Fl 33935

Phone: 863-675-2872

CITY OF LABELLE, FLORIDA, CITY COMMISSION
City Hall

INVITATION TO BID 2025-01

LADDER TRUCK – FIRE APPARATUS

The City of LaBelle City Commission is seeking bids from qualified firms to deliver a new Fire Apparatus (Ladder Truck), meeting our minimum specifications for the LaBelle Fire Department, LaBelle, Florida. All items are to be factory installed unless otherwise indicated in the specifications. The custom cab and chassis will be provided by the body manufacturer and must meet the most current edition of the NFPA 1901, including amendments.

All information for interested bidders may be obtained at the office of the LaBelle Fire Department Fire Chief Director, 280 S Main Street LaBelle FL or on the City of LaBelle website, www.citylabelle.com

Sealed bids in response to this Invitation will be sent to:

The City of LaBelle
ITB 2025-01
Tia Warner
481 W Hickpochee Ave
PO Box 458
LaBelle, FL 33975

One (1) electronic copy, One (1) unbound original and five (5) copies of the bids may be mailed, or hand delivered to the City of LaBelle Clerk’s Office no later than **11:00 am ET, March 28th, 2025**, so they may be included among those read at the LaBelle City Hall. Each response should be marked: **“Sealed Bid – Ladder Truck, City of LaBelle Fire Department. 03/2025”**.

The City of LaBelle reserves the right to waive informalities, to reject any and all bids, to evaluate bids, to accept portions of any bid and to accept any bid, which in its opinion, may be in the best interest of the city. The city reserves the right to add to or delete from the contract after the contract has been awarded.

Evidence of Insurance shall also be submitted as a part of the sealed bid, meeting those limits as stated in the bid documents.

No bid will be received or accepted after the above specified date and time of the bid opening.

Bids submitted after the designated date and time will be deemed invalid and returned unopened to the bidder. No bid may be withdrawn within ninety (90) days after the bid opening and all bids shall remain firm during this period.

• **General Background / Special Terms and Conditions**

LaBelle Fire Department has an immediate need for a 2025 or newer Aerial Rear Mount Ladder Truck. While it would be optimal to describe detailed requirements/specifications, timing necessitates purchase of a vehicle, which is either close to production completion, already in pre-built inventory, or currently available in a manufacturer's demo inventory.

Therefore, LaBelle Fire Department is requesting a combined Statement of Qualifications and bids from capable respondents for the supply of one (1) 100+’ length Aerial Rear Mount Ladder Truck apparatus as per the desired specifications attached hereto.

It is understood that the information in the Statement of Qualifications and the price shall be the basis for the selection of the respondent for this RFP. The scoring evaluation, as described below, shall consider factors such as each respondent's ability to perform, their experience, delivery time, and quoted price. This is not an offer. The city does not bind itself to accept the lowest price bid, or any bid submitted.

The proposer acknowledges that the City shall have the right to reject any, or all, Bids for any reason, or to accept any Bid which the Department in its *sole* unfettered discretion deems most advantageous to itself. The lowest, or any, Bid will not necessarily be accepted, and the City shall have the unfettered right to:

- Accept a non-compliant Bid.
- Accept a Bid which is not the lowest Bid; and
- Reject a Bid that is the lowest Bid even if it is the only Bid received.

The Proposed acknowledges that the City may rely upon the criteria which the Department deems relevant, even though such criteria may not have been disclosed to the proposer. By submitting a Bid, the bidder acknowledges the City's rights under this Section and absolutely waives any right, or cause of action against the City, by reason of the City's failure to accept the Bid submitted by the bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Invitation for Bid, it will be awarded to the bidder whose bid, in the City's opinion, provided the best potential value to the City and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outline in herein.

• **Statement of Qualifications**

Each respondent must respond to the following requests/questions in a clear and comprehensive manner.

- A. Provide the full name and main office address of the responding entity.
- B. Identify when the respondent was organized and if a corporation, when incorporated, and how many years engaged in this type of business/service.
- C. Identify and set out the qualifications of any firm or individuals that the respondent intends to use to perform work/service on this RFP including warranty or follow ups.
- D. Respondents must list 5 references of sales of identical units with contract information for said owners.
- E. Respondents must also list qualifications of instructors performing training on use and care of said unit.

• **Respondents Bid**

Each respondent must respond to each of the following areas in a clear and comprehensive manner:

- A. Clearly designate total price, fees for delivery, and allowance in dollars for customization of pre-built apparatus.

- B. If there are any payments expected to be received by the respondent prior to the delivery, then the timing of the same is to be identified.
- C. All warranties are to be clearly specified. This is to include the length of the warranty, the method of requesting the warranty service and who is to provide the warranty service.
- D. There will be a Pre-build meeting, a mid-build inspection, and a final inspection. Costs of such will be included in the final price of the truck.
- E. List all loose equipment including but not limited to such items as: ground ladders, hose, appliances, tools, mounting brackets, radios, headsets, etc. which are included at no additional cost with the apparatus.
- F. The bid must include payment amount required, schedule of payments throughout the process listed with milestones tied to payment.

• **Scoring of Qualifications and Price**

The evaluation of all qualified bids will be carried out by Department staff with a recommendation brought forward to the Fire Chief

The evaluation team will make a decision based on information gathered during the procurement process and the evaluation criteria outlined in this section.

Failure to provide relevant information may result in penalties being assessed on the evaluation score.

The evaluation matrix, outlined below, will be used to address the following criteria.

- A. Qualifications to provide the requested items based on previous experience capabilities and resources.
- B. The quality of the submitted bid in terms of clarity, meeting the Department's needs, and qualifications.
- C. The business approach is meeting customer service and satisfaction in a timely manner.
- D. Price

EVALUATION MATRIX

Criteria	Weighted Points Available
Respondent Profile Company Capabilities Customer Service and Commitment to Department's Needs Current Customer References ISO and other certifications/compliance	10
Delivery Time	20
Warranty	10
Configuration and overall design	20
Equipment included	10
Proximity to manufacturer or qualified service location	10
Price	20
Total Score	100

- **GENERAL DIRECTION**

LaBelle Fire Department desires a new 2025 (or newer) 100+’ Aerial Rear Mount Ladder Truck meeting or exceeding the following specification or accepted equivalents.

Each proposer is required to list out the following approximate dimensions of the apparatus being submitted: overall length, height, wheelbase, aerial length, and cab to axle. This vehicle must fit into a door opening 13’ high and 11’ wide.

All quotes must include miscellaneous supplies, the ladder must deliver turnkey ready with all components of a “in-service turnkey apparatus” to include, air packs, ladders, hose, radios, extrication equipment, and other necessary items to be determined.

The apparatus will meet or exceed NFPA1901 acceleration requirements and NFPA 1901 braking requirements.

- **NFPA 2021 STANDARDS**

This unit will comply with the NFPA standards effective January 2025. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

- **TRAINING**

There shall be Four (4) days of instruction which will be provided by a factory-authorized representative. The instruction program shall be two-fold. One (1) full day of a train-the-trainer program followed by three (3) days designed to instruct the firefighters and engineers on the aerial device. Manufacturers recommended duration comprehensive training provided to Department Fleet Maintenance personnel in addition to Operations personnel.

- **AERIAL APPARATUS CLASSIFICATION**

This apparatus will be classified as an aerial fire apparatus. Per NFPA 1901 requirements, this apparatus will include the following minimum components:

- Fire pump: 1500 gpm minimum.
- Water tank: 400-gallon minimum capacity
- Ground ladder storage: 148 ft minimum.
- Hose storage: 1000 ft large diameter hose, with 550’ 1 ¾” and 300 ft of 2 ½” cross lays (3 cross lays) Cross lays to be speed load trays.

- **MINIMUM DESIRED CONFIGURATION**

- Rear Axle - Must be single Axle.
- Stabilizer Spread - Between 17-19’
- Stabilizers - H-Style & Down Jacking
- Flow Capacity - 1500 gpm.
- Hose bed - Must Hold 1000’ of large diameter hose.
- Ladder Complements - No less than 115.’
- Ladder Reach - No Less than 100’ Horizontal, no less Than 120’ Vertical
- Operating Range - -5 degree or more to 75 degree or more
- Payload Capacity - 700lb + dry / 500 lb. wet
- Pump Range - Waterous, Hale, Darley, PTO
- Tank - Must be 400 gallons +

- Compartments - 24" + deep, 175 cubic feet + of storage, recess shelf racks, full compartment lighting, 450lb + sliding trays, swinging tool boards, reel mounting, dividers,
- Wind Rating - 45 mph+
- Foam System - Must have a foam system (Hercules, Husky)
- Suspension - Must have independent front suspension.
- Appropriate emergency warning and siren equipment as outlined in NFPA standards.
- Custom cab exceeding ECR-29R crash test standards. This is to be a flat roof cab.
- 70-inch rear cab area
- Heavy or extreme-duty cab interior with appropriate insulation to minimize sound and engine heat inside the cab.
- Tilt-cab with 45-degree capability and appropriate hydraulic lift and locking system,
- Climate control system including appropriately sized air conditioning system for both front and rear passengers.
- Pre-wiring for one (1) Harris 800 radio and antenna mount on roof.
- Pre-wiring for one (1) Motorola VHF radio and antenna mount on roof.
- Officer's side mounting bracket for mobile computer including pre-wiring power port.
- Backup and side view camera system
- Full Headset system
- Traditional federal Q
- Roto-ray
- Scene lights on tip of ladder before rescue tip
- Appropriately sized generator with at least one pre-connected 200' corded electrical reel and junction box.
- At least four tool slides inside compartments
- Electronic display provides the following information, at a minimum: distance from ground to the ladder tip, degree of rotation, degree of slope, angle of elevation, ladder extension, rung alignment, aerial track lighting to be red, white, and blue. The waterway monitor flow is in gallons per minute.
- Minimum of four (4) telescoping LED scene lights mounted two per side as well as two additional telescoping LED lights in basket. Mounted LED scene lights on both sides of the truck. Front brow light across the top of the cab with built-in DOT lights.
- Thermal Imaging at tip of Ladder with remote viewing
- Camera on tip of Ladder with remote viewing
- Roll-up style compartment doors
- Spare SCBA bottle storage
- Multiple 2 ½' intakes
- Stokes basket with mounts and parapet brackets
- Monitors on tip of ladder including separate 2 ½" high rise connection.
- Tilting tool trays
- Hinged tool panels (Dual side tool mounting capabilities)
- Chest type toolbox with drawers
- Rappelling eyes and Rescue anchor points
- 2 separate troughs on the front bumper 1 trough to hold 100' of 1 ¾" hose.
- Mounted roof ladder
- Storage box on aerial for Stokes basket and parapet
- 4- MSA G1 Packs
- 8- CYL, GI LP RC, 4500 PSIG, 45MINS W/QC
- 4- Fcpc, GI, FS, MD, MD NC, 4PT C-HARN, C-NS
- 1-18" PPV Battery Fan Hurst
- 2-12AH BATT, (2) CHGR, shore power

- Hurst S 799 E3 Cutter – TOOL ONLY-{E3F}
- Hurst SP 777 E3 Spreader - TOOL ONLY-E3F)
- Hurst R 521 E3 Ram - TOOL ONLY-E3F}
- 6- Hurst E3 9AH SALTWATER BATTERY
- 3- EWXT/E3 CHARGER 110-240V
HURST
- Peeling Tip for SP 333/555/777
- 5 POSITION BASE UNIT
- SINGLE RADIO DIGITAL INTERCOM
- 4-WIRELESS HEADSET, TRANSMIT
ONLY- W/ RED COVERS
- RADIO INTERFACE / SPECJ
MAKE/MODEL OF RADIO
- EXTENSION CABLE, 10'
- 150 FT ROLL CABLE
- 10-PRO-FLOW 5" X 100' LDH W/5"
STORZ YELLOW
- K-12 RESCUE SAW 14" (970)
WITHOUT BLADE
- PIRAYA 14X1 DIAMOND BLADE
- STIHL 20" RESCUE SAW
- DEPTH LIMITER KIT W/GUIDEBAR
- HEAVY RESCUE BASIC KIT
- 56 TON LIFT BAG KIT
- ATTACKPRO+, NFPA DRONE
- CERTIFIED, FAST FRAME
- ATTACKPRO GEAR KEEPER,
- RETRACTABLE LANYARD,
- 80mm ALUMINUM CARABINER
- ALL 1 3/4" AND 3" AND 5" HOSE TO
BE INCLUDE"
- AKRON NOZZLES FOR 1 3/4"
- Shelving and Mounting of All Tools

- **Seating Capacity**

The seating capacity in the cab will be six (6).

- **NFPA Compliancy**

The apparatus proposed by the proposer will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the bid as "non-NFPA."

- **Approval Drawing**

A drawing of the proposed apparatus will be prepared and provided to the Department along with the bid. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

- **Inspection Certificate**

A third-party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The

certificate will be Underwriters Laboratories - Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

The following tests will be conducted:

- Magnetic particle inspection will be conducted on every structural weld to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.
- With aluminum structural components, visual inspection will be performed on aluminum surfaces (non-magnetic). A liquid penetrant test will be performed on any suspected defective area. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will be used to detect any flaws in pins, bolts, and other critical mounting components.

Functional tests, load tests, stability tests, and visual structural examinations will be performed. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit. Apparatus shall be delivered under its own power. A qualified delivery engineer representing the manufacturer shall deliver the apparatus and remain for sufficient time to instruct personnel in the proper operation, care, and maintenance of the apparatus as noted above.

- **Pump Test**

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Department.

- **Total Vehicle Assessment Certification**

The apparatus will be third party, independent, audit certified through Underwriters Laboratory (UL) to the current edition of NFPA 1901 standards. The certification includes all design, production, operational and performance testing of the apparatus.

- **Generator Test**

The generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Department at the time of delivery.

- **Breathing Air Test**

Underwriters Laboratories will draw an air sample from the breathing air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*. If applicable.

- **Chassis**

Chassis provided will be a new, tilt type custom fire apparatus. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's heavy-duty line tilt cab.

- **Warranty**

Except as provided below and provided the vehicle will be placed in service within 60 days after delivery to the original purchaser as established by our original invoice, for a period of a minimum of **36 months** after delivery to the original purchaser. A copy of the warranty will be included with this bid. Ladder must include a 20-year structural warranty.