



# Lake Park Town Commission, Florida

## Regular Commission Meeting Agenda

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Wednesday July 01, 2026

Immediately Following the CRA Meeting

|                           |   |                      |
|---------------------------|---|----------------------|
| <b>Roger Michaud</b>      | — | <b>Mayor</b>         |
| <b>Michael Hensley</b>    | — | <b>Vice Mayor</b>    |
| <b>John Linden</b>        | — | <b>Commissioner</b>  |
| <b>Michael O'Rourke</b>   | — | <b>Commissioner</b>  |
| <b>Judith Thomas</b>      | — | <b>Commissioner</b>  |
| <b>Richard J. Reade</b>   | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird</b>    | — | <b>Town Attorney</b> |
| <b>Vivian Mendez, MMC</b> | — | <b>Town Clerk</b>    |

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***PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

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### CIVILITY AND DECORUM

*The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:*

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA:**

**SPECIAL PRESENTATION/REPORT:**

1. Proclamation - National Parks and Recreation Month - July 2026
2. Proclamation – Recognition of Independence Day and Honor Our Veterans - 250th anniversary of the United States of America - July 4, 2026
3. 2025 State of Florida Legislative Update - The Honorable Senator Mack Bernard, The Honorable House Representative Jervonte Edmonds and Town State Lobbyist Ellyn Bogdanoff - Becker & Poliakoff

**PUBLIC COMMENT:**

*This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.*

**CONSENT AGENDA:**

*All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.*

4. Regular Commission Meeting Minutes - June 17, 2026

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE**

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE**

**OLD BUSINESS:**

- [5.](#) Presentation, Discussion & Direction - Town of Lake Park Education Advisory Board

**NEW BUSINESS:**

- [6.](#) Resolution 54-07-26 - Task Order No. 1 - 2nd Street Green Infrastructure and Stormwater Improvements Project - Phase II (Engineering and Design) - Water Resource Management Associates, Inc. - \$297,938
- [7.](#) Resolution 55-07-26 - Task Order No. 2 - Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project (Engineering and Design Services) - Water Resource Management Associates, Inc. - \$99,373
- [8.](#) Presentation, Discussion & Direction - On-Street Parking – Residential Zoning Districts (Locations To Be Determined)

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on July 15, 2026.



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Special Events

**Agenda Title:** Proclamation - National Parks and Recreation Month - July 2026

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0 **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_

**Attachments:** 2026 National Park and Recreation Month Proclamation

**Please initial one:**

X Yes I have notified everyone

\_\_\_\_\_ Not applicable in this case

**Summary Explanation/Background:**

During the June 17, 2026 Regular Commission Meeting, the Town Commission provided direction to approve the reading of a proclamation declaring July 2026 as National Park and Recreation Month during the Commission’s Regular Meeting on July 1, 2026.

The Town’s Special Events Director, Ms. Riunite Franks, will be in attendance to receive the proclamation.

**Recommended Motion:**

I move to proclaim July 2026 as National Park and Recreation Month in the Town of Lake Park.

**Proclamation Recognizing July as  
National Park and Recreation Month**

**WHEREAS**, the National Recreation and Parks Association and the Florida Parks and Recreation Association has designated each July as Park and Recreation Month; and

**WHEREAS**, the Town of Lake Park recognizes that parks and recreation enhance our quality of life by contributing to a healthy lifestyle, community building, economic development and environmental sustainability; and

**WHEREAS**, parks and recreation programs, activities and events help to strengthen neighborhood involvement, promote cultural diversity, boost the economy, enhance property values, attract and retain families and businesses, increase tourism, reduce crime and teach us about nature and our environment; and

**WHEREAS**, parks and recreation programs encourage physical activity by providing safe spaces for popular sports, arts & crafts activities, fitness programs, camps, aquatics, special events and other lifestyle enhancements; and

**WHEREAS**, parks and recreation contribute to conservation efforts by providing for critical “green” infrastructure that enhances community spaces and natural recreation areas, improve water and air quality, prevent flooding, preserve plant and wildlife; and

**WHEREAS**, the Town of Lake Park is dedicated to providing quality parks and recreation opportunities for our residents and visitors; and

**NOW, THEREFORE**, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby proclaim July 2026 as

**NATIONAL PARKS AND RECREATION MONTH**

in the Town of Lake Park, and urge all citizens to recognize the importance of park and recreation facilities, activities and programs.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the Town of Lake Park to be affixed this 1st day of July 2026.

BY:

ATTEST:

\_\_\_\_\_  
*Mayor Roger Michaud*

\_\_\_\_\_  
*Vivian Mendez, Town Clerk*



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Library

**Agenda Title:** Proclamation – Recognition of Independence Day and Honor Our Veterans - 250th anniversary of the United States of America - July 4, 2026

**Agenda Category (i.e., Consent, New Business, etc.):** Special Presentation/Report

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_

**Attachments:** Proclamation

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

JKC Not applicable in this case

**Summary Explanation/Background:**

July 4, 2026, is the 250<sup>th</sup> anniversary of the United States of America declaring its independence. This proclamation is intended to honor and thank all of our veterans and commend the VFW Post 9610 for their ongoing service to our veterans and the Lake Park community.

A representative from the Donald Ross VFW Post 9610 is expected to be in attendance and will accept the Proclamation.

**Recommended Motion:**

I move to approve the Proclamation recognizing Independence Day and honor our veterans in the Town of Lake Park.

**IN RECOGNITION OF INDEPENDENCE DAY AND HONORING OUR VETERANS**

**WHEREAS**, on July 4, 1776, the United States of America declared its independence and established the principles of liberty, freedom, and self-government upon which our nation was founded; and

**WHEREAS**, for nearly two and a half centuries, Americans have celebrated Independence Day as a time to reflect upon the sacrifices made to secure and preserve these cherished freedoms; and

**WHEREAS**, the men and women of the United States Armed Forces have courageously answered the call to serve, defending our nation and protecting the rights and liberties enjoyed by all Americans; and

**WHEREAS**, the Town of Lake Park, Florida, holds deep respect and gratitude for the brave men and women who have served in the United States Armed Forces; and

**WHEREAS**, veterans of all branches of military service have demonstrated extraordinary dedication, selflessness, and patriotism, often at great personal sacrifice; and

**WHEREAS**, Independence Day is a solemn reminder of the courage and sacrifice that has secured our country's freedom; and

**WHEREAS**, the Donald Ross VFW Post 9610 continues to serve the Lake Park community with steadfast dedication, ensuring that the sacrifices of our veterans are never forgotten, supporting local military families, and fostering a deep sense of patriotism across generations; and

**WHEREAS**, it is fitting to formally recognize and thank all veterans during this Independence Day celebration for their unwavering commitment and service;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Commission of Lake Park, Florida, on this 1<sup>st</sup> day of July, 2026, does hereby proclaim Independence Day as a time to honor and thank our veterans, and commends VFW Post 9610 for their ongoing service and stewardship in supporting our veterans and community.

I encourage all residents to reflect upon the blessings of liberty, participate in Independence Day observances, and join in expressing sincere appreciation to the veterans whose courage and commitment have helped preserve the American way of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Town of Lake Park to be affixed this 1<sup>st</sup> day of July, 2026.

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Mayor/Commission Chairperson  
Town of Lake Park, Florida



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Town Clerk  
2025 State of Florida Legislative Update - The Honorable Senator Mack Bernard, The Honorable House Representative Jervonte Edmonds and Town State Lobbyist Ellyn Bogdanoff - Becker & Poliakoff

**Agenda Title:** Town State Lobbyist Ellyn Bogdanoff - Becker & Poliakoff

**Agenda Category:** (i.e., Consent, New Business, etc.): Special Presentation/Report

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00      **Funding Source:** N/A

**Account Number:** N/A      **Finance Signature:** N/A

**Advertised:**

**Date:** N/A      **Newspaper:** \_\_\_\_\_

**Attachments:** \_\_\_\_\_  
 \_\_\_\_\_

**Please initial one:**

VM      Yes I have notified everyone

\_\_\_\_\_      Not applicable in this case

**Summary Explanation/Background:**

The Honorable Senator Mack Bernard, The Honorable House Representative Jervonte Edmonds and Town’s State Lobbyist, Ms. Ellyn Bogdanoff with Becker & Poliakoff, will be in attendance to provide the Commission with update on the 2025 State of Florida Legislative Session and associated Special Sessions, which included the State Budget (Town Appropriation Requests – Round-A-Bout and Septic-to-Sewer Funding) along with the Constitutional Amendment to provide property owners with an increase property tax exemption.

**Recommended Motion:**

N/A

# Florida Legislative Session Recap 2026

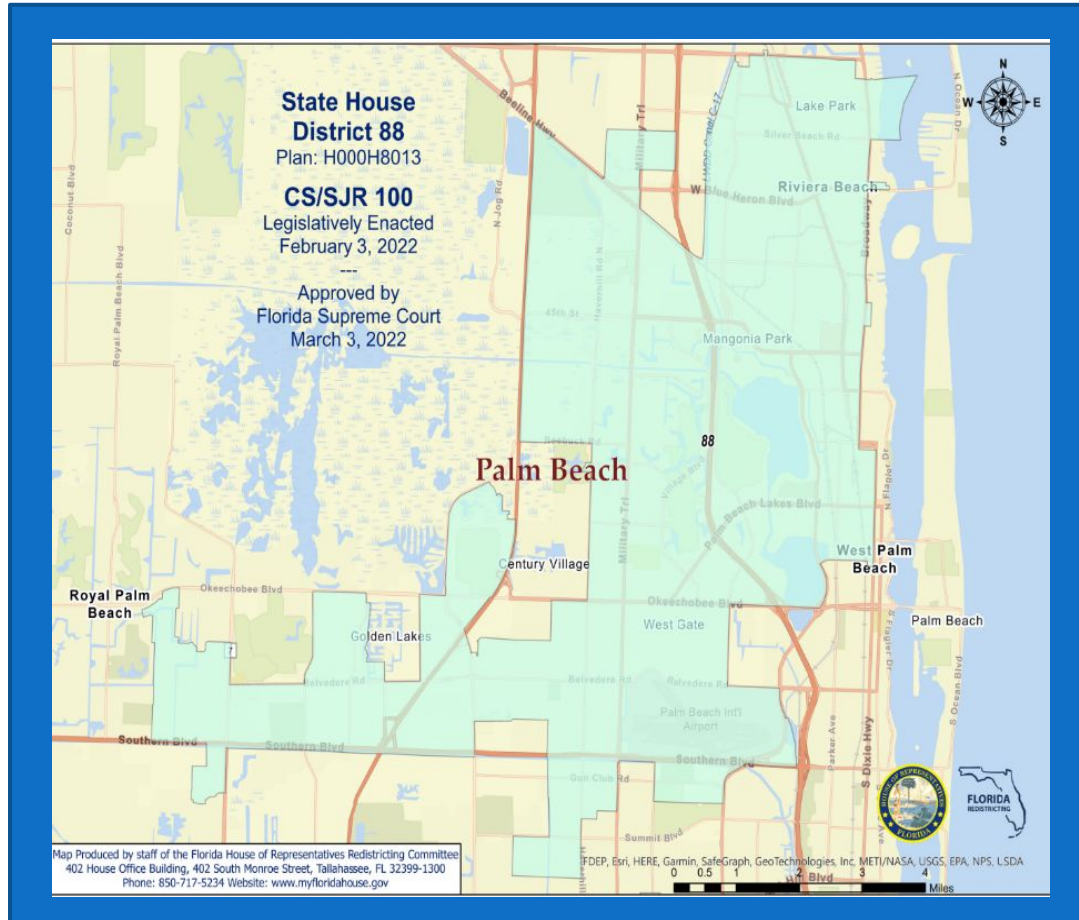


Item 3.

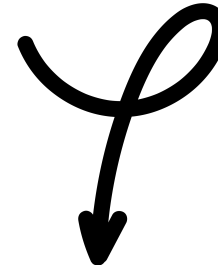




# District 88



Find Your State Representative  
& State Senator



# Legislative Session

- 60 days, January to March
- Extended to June 2nd
- 1,896 Bills Filled, 236 Passed, 122 Signed.
- 2,846 Appropriation projects



Item 3.

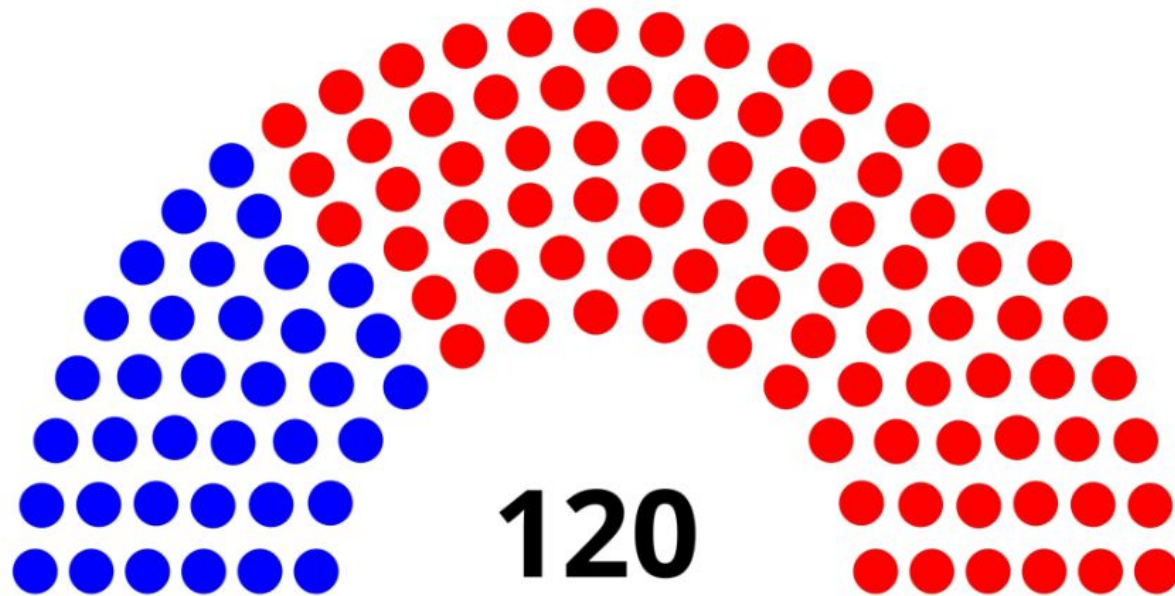




Item 3.

# The Florida House

- 120 member body
  - 87 Republicans
  - 33 Democrats
- ALL seats up for election 2026





# Rep. Edmonds Committee Assignments

**Health Professions & Programs Subcommittee - Ranking Member**

**Education & Employment Committee**

**Economic Infrastructure Subcommittee**

**PreK-12 Budget Subcommittee**

**State Administration Budget Subcommittee**

**Select Committee on Property Taxes**

# Legislation



**HB 253 Veterans Dental Care Grant Program**

**HB 4035 Palm Beach County**

**HB 311 Tax Credits for Contributions to Assist Homebuyers**

HB 171 Responsible Firearm Safety Awareness Month

HB 195 Payment Scam Task Force

HB 345 Funding for the Voluntary Prekindergarten Education Program

HB 727 Instructional and Personnel and School Administrator Salaries

HB 775 Homeowner's Insurance Premium Reductions

# Representative Edmonds Appropriations



Item 3.

- ▶ Town of Lake Park Traffic Safety Upgrade - \$800,000
- ▶ Mangonia Park Mill and Repaving Program - \$500,000
- ▶ City of Riviera Beach Law Enforcement Training Center - \$500,000
- ▶ Town of Lake Park Final Septic-to-Sewer Conversion - \$500,000
- ▶ West Palm Beach Membrane Pilot Testing for Use of Alternative Water Supply - \$375,000
- ▶ Riviera Beach Utility Special District – New Water Treatment Plant Construction - \$1.5M
- ▶ Mangonia Park Addie Greene Regional Park Improvements - \$220,000
- ▶ Gulfstream Goodwill Industries Behavioral Health Services - \$438,992

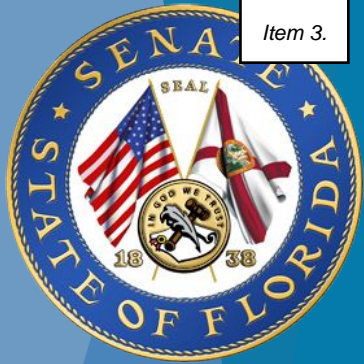
# Senate District 24



Item 3.

Find Your State Representative  
& State Senator





# Senator Bernard's Committee Assignments

- Ethics and Elections, Vice Chair
- Agriculture
- Appropriations Committee on Transportation, Tourism, and Economic Development
- Criminal Justice
- Finance and Tax
- Fiscal Policy
- Regulated Industries
- Joint Administrative Procedures Committee
- Joint Select Committee on Collective Bargaining

# Legislation

- CS/SB 554 Nonprofit Corporations

- Local Bills:

4063: West Palm Beach Police Pension Fund

4065: West Palm Beach Firefighter Pension Fund





# Budget & Appropriations

- Over \$41 million in funding secured in the legislative budget

## Highlights

- City of Riviera Beach Law Enforcement Training Center----500,000
- Boys & Girls Club & Teen Workforce Readiness Center of West Palm Beach---1,500,000
- Roosevelt Elementary School Program Enhancements---440,000
- Palm Beach County Australian Avenue Drainage Improvements---2,000,000
- Palm Beach County Peanut Island Coast Guard Facility and Bunker Restoration—650,000
- YMCA of the Palm Beaches Community Center---1,500,000
- Cox Science Center and Aquarium Expansion--\$3,000,000
- Multi-Mission Aircraft - Emergency Response Expansion for Palm Beach County---3,000,000
- Youth Center at The Lord's Place Family Campus---500,000
- Mangonia Park Addie Greene Regional Park Improvements---220,000
- Mangonia Park- Mill and Repaving Program—500,000
- Riviera Beach Utility Special District New Water Treatment Plant Construction ---1,500,000



# Budget & Appropriations

- Over \$41 million in funding secured in the legislative budget

## Highlights

- West Palm Beach Membrane Pilot Testing for Use of Alternative Water Supply—375,500
- West Palm Beach Fire Department Hazardous Materials Emergency Response Package—163,275
- West Palm Beach-Old Okeechobee Rail Safety Intersection Improvements(Fern Crossing)—3,000,000
- Downtown West Palm Beach Signalization Upgrades-Phase 3—3,000,000
- Palm Beach Atlantic University LeMieux Center for Public Policy—2,000,000
- Gulfstream Goodwill Industries Behavioral Health Services—438,992
- Goodwill Works Vocational Training for the Unemployed—500,000
- Connections Autism School & Vocational Center Expansion—1,000,000
- Arc of Palm Beach County—Completion of Special Needs Shelter—1,500,000

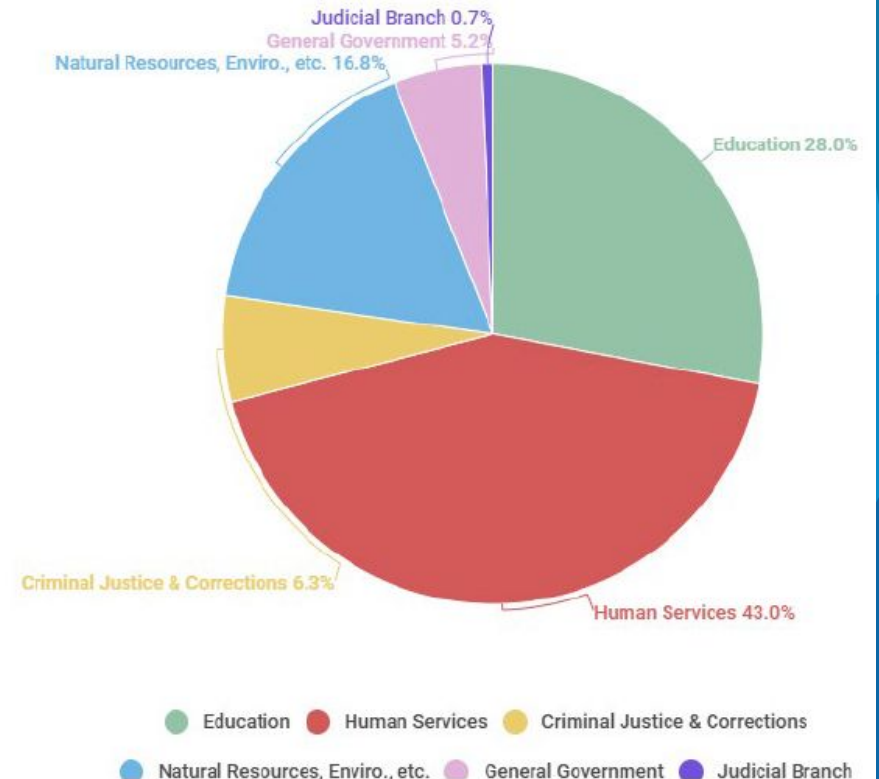
# Budget

- ▶ Total Budget: \$114.5B (including reserves & multi-year funds)
- ▶ Key Allocations:
  - \$49.2B – Health & Human Services
  - \$32.B – Education (K–12 & Higher Ed)
  - \$19.2B – Transportation, Environment & Infrastructure
  - \$7.2B - Criminal Justice & Corrections
  - \$5.9B - General Government
  - \$832.7M - Judicial Branch



Item 3.

Proportional Allocation by Section



# Budget and Taxes

## TRANSPORTATION & ECONOMIC DEVELOPMENT

### Affordable Housing

- SHIP Program Funding
- SAIL Program
- Hometown Heroes Program
- My Safe Florida

### Transportation Policy

- Rail & Transit Funding (South Florida Impact)



# Housing & Development

## HB 399

HB 399 makes it harder for cities and counties to block housing development and gives developers a stronger legal path to build.

-Cities cannot deny housing projects just because they don't "fit" the neighborhood in some cases

## SB1434

This bill is designed to increase housing supply by making it easier to build on underused or contaminated land (brownfields) in urban areas



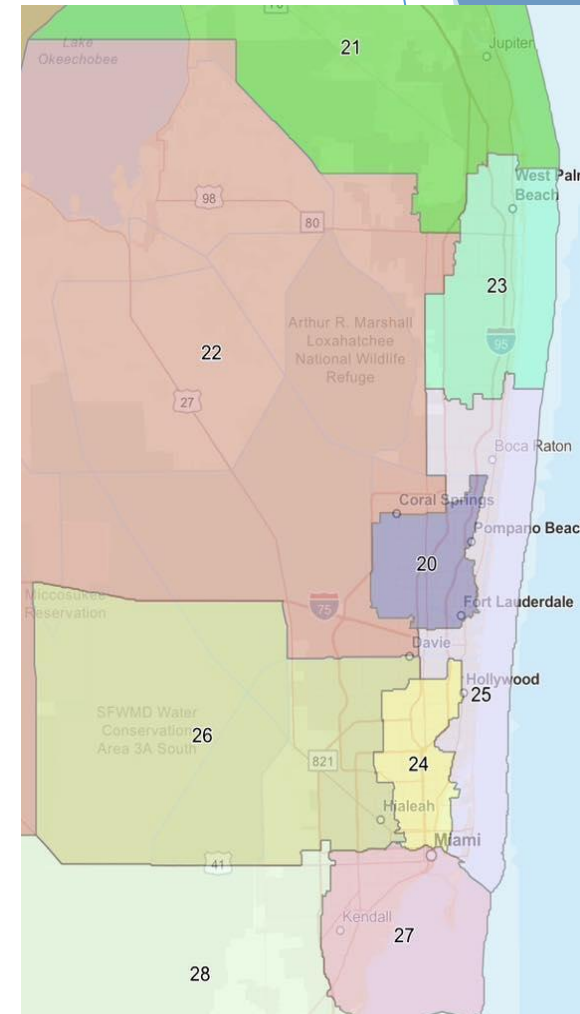
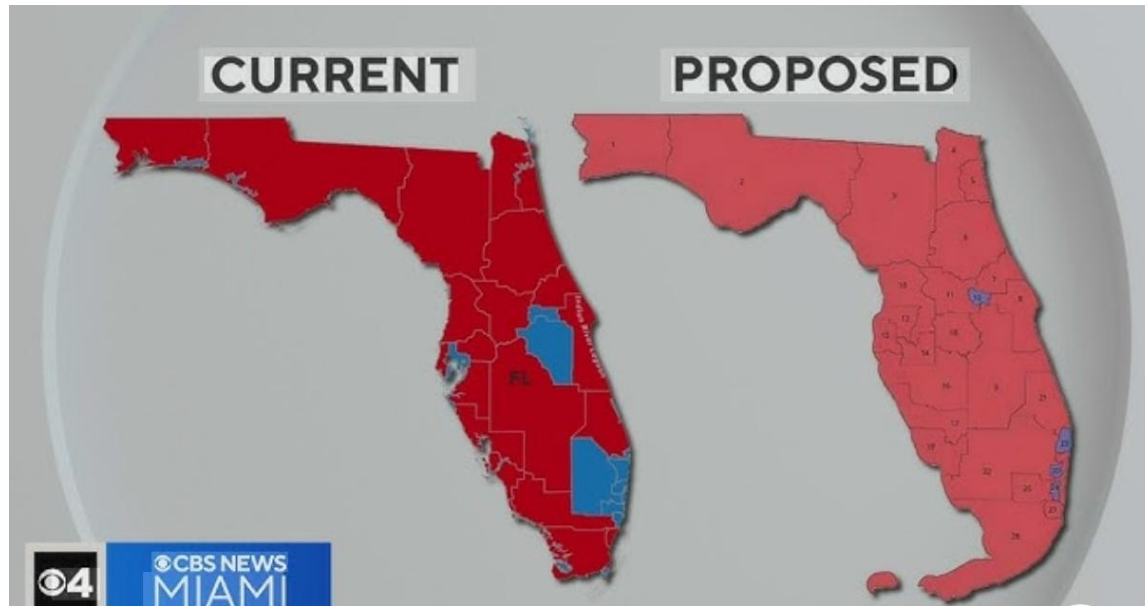
Item 3.



# Redistricting & Voting

HB 991

Requires verification of U.S. citizenship using government-issued IDs, eliminating student and retirement home IDs as valid forms.



# Property Tax

- ▶ Property taxes will be on the ballot in November. If passed, these will be the most significant changes:
  - The \$50,000 homestead exemption on primary residences will be raised to \$150,000 in 2027 and \$250,000 in 2028.
  - Starting 2028, the homestead exemption will be increased by the Consumer Price Index.
  - People who move to Florida after December 31st will not receive the tax benefit for five years.
  - Annual assessment increases for non-homestead properties (corporations and second homes) will be capped from the current 10% to 5%.
- ▶ **The REAL ISSUE: Homeowners Insurance Rates**



# Education

**Freedom Tax Credit** The Governor opted into the federal Freedom Tax Credit, therefore expanding school choice by directing more funding to private and alternative education options, while putting long-term financial pressure on traditional public schools.

**SB182** Creates a statewide program that pairs experienced teachers with newer ones to provide training, support, and mentorship, including stipends for mentor teachers.

**HB1279** Updates school and university policies like course requirements, student supports, and funding rules, while also tightening certain higher education eligibility and enrollment rules (ex. caps out of state enrollment in preeminent universities at 5%).

**HB1073** Creates a “Bill of Rights” for school board members that gives them stronger access to district documents and more while increasing transparency and limiting practices like employee non-disclosure agreements.



# Business



HB1134

A local government DEI ban. Prohibits cities and counties from funding or promoting diversity, equity, and inclusion initiatives, with potential legal consequences for violations.

SB 484

This bill establishes new regulations for large data centers, requiring them to cover their full energy and infrastructure costs and limiting the ability to shift those costs onto consumers. It also adds oversight on water usage, foreign ownership concerns, and local zoning authority, shaping how and where data centers can develop in Florida.

SB 1296

Union Regulation. This bill imposes stricter requirements for public union certification and limits union activities during work hours.

# Health Care and More

SB1668

This bill revises how Florida's birth-related neurological injury compensation program coordinates with Medicaid, including requiring the state to recover certain costs. It also clarifies insurer responsibilities and adjusts legal and financial obligations within the program.

HB 697

This bill focuses on prescription drug affordability by updating rules around pricing transparency and insurance coverage. It aims to improve how insurers handle reimbursement and patient access to medications.



# Contact Us



Item 3.

## ▶ Capitol Office

- ▶ 1101 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300
- ▶ (850) 717-5088

## ▶ District Office

- ▶ Suite 206  
5725 Corporate Way  
West Palm Beach, FL 33407-2035
- ▶ (561) 954-0490

Legislative Aide – Raima Sarker

District Aide – Kiana Kelly



# Contact Us



- ▶ **Capitol Office**

- ▶ 216 Senate Building  
404 South Monroe Street  
Tallahassee, FL 32399-1100
- ▶ (850) 487-5024

- ▶ **District Office**

- ▶ 1715 E. Tiffany Drive  
West Palm Beach, FL 33407
- ▶ (561) 650-6880

- ▶ **Legislative Aides:**

- ▶ Parnel Auguste: [auguste.parnel@flsenate.gov](mailto:auguste.parnel@flsenate.gov)
- ▶ Willie Miller: [miller.willie@flsenate.gov](mailto:miller.willie@flsenate.gov)
- ▶ Devonique Taylor: [taylor.devonique@flsenate.gov](mailto:taylor.devonique@flsenate.gov)





# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Clerk

**Agenda Title:** Regular Commission Meeting Minutes - June 17, 2026

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00      **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_      **Finance Signature:** \_\_\_\_\_

**Advertised:**  
**Date:** NA      **Newspaper:** \_\_\_\_\_

**Attachments:** Minutes, Exhibits A-D, Comment Cards

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

LW Not applicable in this case

**Recommended Motion:**

I move to approve the minutes of the June 17, 2026 Regular Commission Meeting.



# Lake Park Town Commission, Florida

## Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403  
Wednesday June 17, 2026 Immediately Following the  
Special Called Community Redevelopment Agency Meeting

- |                           |   |                      |
|---------------------------|---|----------------------|
| <b>Roger Michaud</b>      | — | <b>Mayor</b>         |
| <b>Michael Hensley</b>    | — | <b>Vice Mayor</b>    |
| <b>John Linden</b>        | — | <b>Commissioner</b>  |
| <b>Michael O'Rourke</b>   | — | <b>Commissioner</b>  |
| <b>Judith Thomas</b>      | — | <b>Commissioner</b>  |
| <b>Richard J. Reade</b>   | — | <b>Town Manager</b>  |
| <b>Thomas J. Baird</b>    | — | <b>Town Attorney</b> |
| <b>Vivian Mendez, MMC</b> | — | <b>Town Clerk</b>    |

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*PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

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### CALL TO ORDER/ROLL CALL

9:00 p.m.

#### PRESENT

- Mayor Roger Michaud
- Vice Mayor Michael Hensley
- Commissioner Judith Thomas
- Commissioner John Linden
- Commissioner Michael O'Rourke

#### PLEDGE OF ALLEGIANCE

The Pledge was bypassed.

#### APPROVAL OF AGENDA:

Motion to approve the agenda made by Commissioner O'Rourke. Seconded by Commissioner Thomas.  
Voting Aye: All.

**SPECIAL PRESENTATION/REPORT:**

Motion to move item #3 to the next meeting agenda made by Commissioner O'Rourke.

Seconded by Commissioner Thomas.

Voting Aye: All.

1. Presentation - Palm Beach County Commission on Ethics.

Palm Beach County Commission on Ethics, Commission Liaison Gina Levesque provided an oral presentation on what the Commission does and how they serve the community.

2. Presentation - Palm Beach County Operation Crisis Outreach And Support Team (C.O.A.S.T.).

Dr. Courtney Phillips gave a presentation (Exhibit A).

*This item was removed from the agenda:*

3. Presentation, Discussion & Direction - Town of Lake Park Education Advisory Board  
Moved to July 1.

**PUBLIC COMMENT:**

*This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.*

-Tracy Caruso expressed concerns with the marina fund budget for 2026/2027.

-Nick Maniotis expressed concerns regarding the P3 contract litigation.

-Jagger McCoy spoke about the performance review requirement of the Town Manager. He also expressed concern about 800 the Park Avenue rebid.

-Lesly Berry thanked the Commission for the Haitian Flag Day grant funds.

-James Sullivan spoke about electric bike regulations being needed for better safety.

-Kevin Kijanka spoke about parking at big box stores in town and feels there are better uses for the space. He also spoke about solid waste initiatives and managing waste through education in Town.

-Michael Steinhauer provided written comments (Exhibit B).

**CONSENT AGENDA:**

*All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so*

*requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.*

Commissioner Thomas requested that items numbers 5 and 6 be pulled from the consent agenda for discussion.

4. Private Attorney-Client Session & Special Called Commission Meeting Minutes - June 3, 2026.

Motion to approve item #4 made by Commissioner O'Rourke. Seconded by Commissioner Linden.

Voting Aye: All.

*Items 5 and 6 have been pulled from the consent agenda for discussion:*

5. Resolution 50-06-26 – Library Information and Technology Act Grant Award – Florida Department of Library and Information Services (DLIS) – \$42,090 (33% Town Match Required - \$13,890).

Commissioner Thomas stated a concern regarding the LSTA Grant timeline and asked if research had been done to see where the laptops would be coming from. Library Director Judith Cooper stated that they had looked into all of that and that they would not need to go out to bid for the laptops and computers. She stated that they would utilize State contracted sources. She also explained that the Town match would be an in-kind contribution made through salaries and databases already purchased.

Motion to approve Resolution 50-06-26 made by Commissioner O'Rourke. Seconded by Commissioner Linden.

Voting Aye: All.

6. Resolution 51-06-26 Employee Benefits - Amendment - Accommodate Employees Not Eligible to Participate in Florida Retirement System (FRS) - MissionSquare Retirement Plan.

Commissioner Thomas asked several questions. She wanted to know how many individuals are currently affected; can the Town issue the funds directly to those individuals so that the employee

can direct the funds themselves; and does the Town still offers retirement funds outside of the Florida Retirement System (FRS).

Finance Director Barbara Gould stated that the Town has maintained MissionSquare as a supplemental program for various purposes. She stated that the Town wanted to be able to offer retirement funds to those individuals who could no longer contribute to FRS. She stated that there were originally two individuals affected, but one has recently retired. She explained that having this in place would allow them to attract and retain more retirees from FRS who wish to continue working with the understanding that they would need to be retired from FRS for at least 6 months before they could be hired. Commissioner Thomas asked if this would also cover the difference from when we started with FRS and where we are now because we were supposed to start in July 2025 and has the amount been captured retroactively back to that point. Finance Director Gould confirmed this to be correct. Commissioner Thomas stated that there were some issues with the employees' contribution being matched by the Town previously as she wanted to confirm that the matching contributions would be made and that the funds are available. Finance Director Gould stated that the Employee's contribution is 3% and the Town's contribution is 14.03% which can be adjusted each July by the State. Commissioner Thomas stated that there were concerns when we started FRS because the contributions that were made by employees don't match the amount shown in the FRS system. She wants to ensure this is not an issue moving forward. Finance Director Gould explained the process and stated that for individuals in the investment plan there is a gap between what contributions can be seen and what contributions the State is still working on uploading and that this process could take a couple of weeks to be completely resolved. She added that if someone has not made their election or they recently made their election, they will not see the money there and she does not have control over that piece of it.

Motion to approve Resolution 51-06-26 made by Commissioner Thomas. Seconded by Commissioner Linden.

Voting Aye: All.

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE**

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

7. Ordinance 07-2026 - Amendment - Land Development Regulations (LDR) - Rezoning from R-2 to C-2 (PBC Parcel Control #36-43-42-20-01-048-0300) – 2nd Reading.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A PARCEL OF REAL PROPERTY AS SHOWN IN FIGURE 1 AND HAVING THE PARCEL CONTROL NUMBER AS LISTED IN EXHIBIT "A" FROM RESIDENTIAL (R-2) TO COMMERCIAL (C-2); PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT THE REZONING TO C-2; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance 07-2026 on second reading made by Commissioner O'Rourke.  
Seconded by Commissioner Linden.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner O'Rourke, Commissioner Thomas, Commissioner Linden.

Town Attorney Baird read the Ordinance by title only.

**NEW BUSINESS:**

8. Resolution 52-06-26 - Site Plan and Special Exception - Twiggs Academy - 101 10th Street, Lake Park.

Town Attorney Baird announced that this is a Quasi-Judicial item.

Mayor Michaud disclosed that he has exchanged pleasantries with the property owner.

Commissioner O'Rourke had no ex-parte communication to disclose.

Vice Mayor Hensley had no ex-parte communication to disclose.

Commissioner Linden had no ex-parte communication to disclose.

Commissioner Thomas had no ex-parte communication to disclose.

Town Attorney Baird swore in all witnesses.

Town Planner Anders Viane explained the item (Exhibit C). He added that as part of the landscape review that the applicant could substitute required landscaping with a contribution of two times the equivalent value to the Towns tree fund which would amount to \$24,390.00. Town Planner Viane also spoke about the traffic plan for the site. The applicant has proposed that during peak hours the entrance on Silver Beach Road be closed and traffic would be routed to either 10<sup>th</sup> Street or Bayberry Drive from 7am to 9am and from 4pm to 6pm.

Owner/Applicant, Dr. Michel provided a presentation (Exhibit D). Commissioner O'Rourke asked how the expansion would affect enrollment and what are the age groups included. Dr. Michel stated that current enrollment is 93 students and after expansion they could

accommodate 135 students. The age groups start at 6 weeks old to 4 years old and they will be adding two voluntary prekindergarten (VPK) programs. Mayor Michaud asked if there would be a play area behind the new facility. Dr. Michel confirmed that to be correct and added that there will be high fencing surrounding the facility. Commissioner O'Rourke voiced concern with the special exceptions and wanted to ensure that they didn't affect the safety of the students, specifically access onto the property. Town Planner Viane stated that safety concerns had been addressed in the review, but they would go over all of that again in the permitting process to ensure solid safety measures are followed and also stated that there are gates for the three entrance areas. Mayor Michaud asked about the possibility of fencing around the entire property. Dr. Michel stated that there will be a fence around the entire property. Commissioner Thomas asked about a more reinforced barrier other than just chain link fencing where the playground abuts up to the residential area. Town Planner Viane stated that the northern and eastern boundaries will have a concrete wall and all residential properties will have a buffer. Commissioner Thomas asked about improvements on 10<sup>th</sup> Avenue and wanted to make sure they were consistent and compatible with this project. Public Works Director Jaime Morales confirmed they would be consistent and compatible.

Motion to approve Resolution 52-06-26 made by Commissioner O'Rourke. Seconded by Commissioner Thomas.

Mayor Michaud stated that he is very excited for this project.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner O'Rourke, Commissioner Thomas, Commissioner Linden.

9. Presentation, Discussion & Direction - On-Street Parking – Residential Zoning Districts (Locations To Be Determined)

Motion to move this item to the next meeting agenda made by Commissioner O'Rourke. Seconded by Commissioner Thomas.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner O'Rourke, Commissioner Thomas, Commissioner Linden.

This item will be moved to the July 1<sup>st</sup> agenda due to lack of time remaining.

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

-Town Attorney Baird stated that the Town had served a notice of default on Forest Development.

The notice requires them to cure the default issues. They have responded and requested a sixty-

day extension, and they believe it is another delay tactic and doesn't believe the information would be received in the sixty-days. Vice Mayor Hensley asked if another site plan proposal had been received from Forest Development. Town Attorney Baird stated no they have not. Commissioner Thomas stated she would be in favor of allowing fifteen-days, but not sixty. Motion to deny request from Forest Development made by Vice Mayor Hensley. Seconded by Commissioner Linden.

Voting Aye; Mayor Michaud, Vice Mayor Hensley, Commissioner Linden.

Voting Nay; Commissioner Thomas, Commissioner O'Rourke.

Town Attorney Baird also announced that he will be out the following week.

-Town Manager Reade announced a potential conflict with continuing services consultant Kimley-Horn and requests a waiver so they can perform work for Bethlehem Baptist Church. The Commission provided consensus for the waiver. Town Manager Reade also asked for consensus for a proclamation for national parks and recreation month which is proposed for July 1<sup>st</sup>. The Commission provided consensus for the proclamation. Town Manager Reade announced the following; Kickball & Dodgeball with the Mayor on June 20<sup>th</sup>, Red, White and Blue Sunset Celebration on June 26<sup>th</sup> with the fireworks beginning at 9pm, Town offices closed for Juneteenth. Town Manager Reade spoke about a visit to FAU and an internship program they have available. He also spoke about meeting with the County Administrator and some possible ways the Town could benefit from working with them in the future.

-Commissioner O'Rourke announced he will not be at the Sunset Celebration. He also spoke about adding names onto the memorial plaque. Town Manager Reade stated that Special Events Director Riunite Franks is working on that.

-Commissioner Linden emphasized what Commissioner O'Rourke said about the memorial sign and added that the sign needs to be changed.

-Vice Mayor Hensley had no comments.

-Commissioner Thomas expressed disappointment with the Town Manager because she learned that he had applied for another job; for lack of a strategic plan, and she said that she wished he had stated something to them instead of learning about it in the newspaper. Town Manager Reade stated that he had attended an interview via video and offered to provide reasons why either privately or publicly.

-Mayor Michaud requested the Town Manager’s evaluation at future meeting.

**REQUEST FOR FUTURE AGENDA ITEMS:**

Mayor Michaud requested the Town Manager’s evaluation.

**ADJOURNMENT:**

Motion to adjourn made by Commissioner O’Rourke. Seconded by Vice Mayor Hensley.

Voting aye: All.

Meeting adjourned 10:50 P.M.

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on July 1, 2026.

\_\_\_\_\_  
Mayor Roger D. Michaud

Town Seal

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

\_\_\_\_\_  
Deputy Town Clerk, Laura Weidgans

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2026

**Exhibit A**



**Health Care District  
OF PALM BEACH COUNTY**

**WE CARE FOR ALL**

**Revolutionizing  
Mental Health Care**

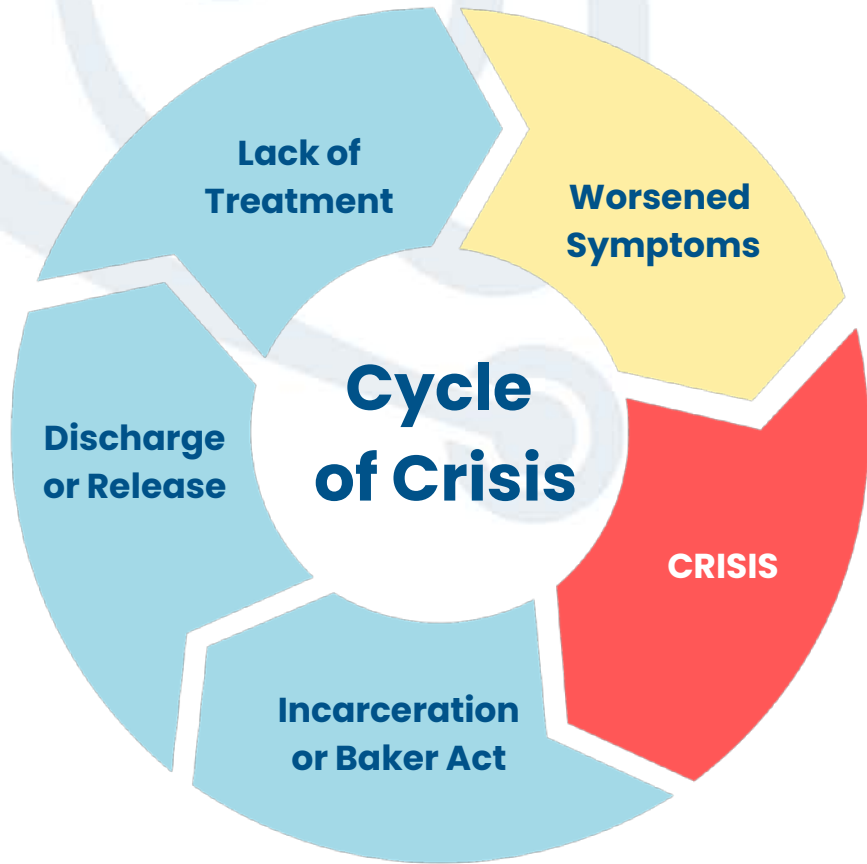
**Dr. Courtney Phillips**

June 8, 2026




# The Problem in Palm Beach County

Together, the District and State have disrupted the revolving door of overdose.  
It's time we do the same thing to the revolving door of mental health.



| Behavioral Health: Palm Beach County, 2024 <sup>(2)</sup> |               |
|---|---------------|
| Healthcare Pressure – Mental Disorders                    | Count         |
| Ed Visits for Mental Disorders (18+)                      | 13,068        |
| Hospitalizations for Mental Disorders (18+)               | 10,956        |
| Pediatric ED Visits for Mental Disorder                   | 969           |
| Pediatric Hospitalizations for Mental Disorders           | 1,792         |
| <b>Total</b>  | <b>26,785</b> |

**An Alternative to Baker Acts.**  
Baker Act Data, Palm Beach County  
July 1, 2024 – June 30, 2025  
(Provisional)(3)

|   |  |
|---|--|
| Involuntary Baker Act<br>via Justice System:  | Palm Beach County<br>Residents with 3 or<br>more Baker Acts:                                     |
|  <b>7800</b> |  <b>408</b> |

# Breaking Down Silos in Mental Health

## Physical Health Emergency



## Behavioral Health Emergency



# Operation C.O.A.S.T.

Item 4.



# Police Pilot "Somewhere to Go"



# Program Criteria for Same Day Encounters

Item 4.

## Behavioral Health Pilot Program

Call before transporting/referring to our Community Health Center in Mangonia Park

**561-642-1040**

2051 45th Street, Suite 300 (Building A)  
West Palm Beach, FL 33407



 **Health Care District**  
OF PALM BEACH COUNTY

## Criteria for Referral to Behavioral Health Pilot at our Community Health Center in Mangonia Park

- ✓ Does **NOT** meet criteria for Baker Act in the field
- ✓ Does **NOT** exhibit violent or aggressive behavior in the field
- ✓ Does **NOT** require handcuffs in the field
- ✓ Does **NOT** meet criteria for EMS call in the field
- ✓ **IS WILLING** and volunteering for transfer to Mangonia Park Community Health Center as a consensual encounter

If possible, please call ahead **561-642-1040** to provide ETA and Patient Name and Date of Birth.

Only bring an individual to the Magnolia Clinic if they meet the following criteria:

- Does **not** meet criteria for Baker Act
- Does **not** exhibit violent/aggressive behavior
- Does **not** meet criteria for EMS call
- Does **not** require handcuffs in the field
  
- Anxiety, panic, or behavior escalation in public
- Known mental illness with symptoms flare-up
- Frequent utilizer/system “revolving door” cases
- Family, friend, caregiver, calling for help
- **Is** willing and volunteering for transfer to the clinic as a consensual encounter

**Unique Patients**  
228

**Visits**  
255

**Existing HCD Patients**  
39 (17%)

**Origin of Referral**

|                               |           |
|-------------------------------|-----------|
| WPB Police                    | 58% (148) |
| PBSO Officer                  | 14% (35)  |
| Not Recorded                  | 9% (22)   |
| Riviera Beach Police Depart.. | 5% (12)   |
| South County MRT              | 4% (9)    |

**Volume by Officer**

Total Unique Officers: **83**

**Dispatch Call Type**

|                       |           |
|-----------------------|-----------|
| Mental Health or Me.. | 102 (38%) |
| Trespassing           | 37 (14%)  |
| Loiterer              | 35 (13%)  |
| Other                 | 33 (12%)  |
| Drugs                 | 24 (9%)   |
| Drunk                 | 11 (4%)   |
| Suspicious person     | 9 (3%)    |
| Disturbance           | 8 (3%)    |
| Unwelcome Guest       | 5 (2%)    |
| Vagrant               | 3 (1%)    |

**Homeless**

33% (Female) | 67% (Male) | **134 (52%)**

|             |    |
|-------------|----|
| Street      | 95 |
| Shelter     | 19 |
| Unknown     | 7  |
| Other       | 5  |
| Doubling..  | 4  |
| Perman..    | 3  |
| Transitio.. | 1  |

**Was Seen by Psychiatrist**

123 (52%)

**Came Back to see a Psychiatrist**

22 (30 DAYS) | 31 (>30 DAYS)

**Upcoming Apps**

22

**Unique Officers over time**

**Age**

|       |     |
|-------|-----|
| 18-45 | 58% |
| 45-65 | 32% |
| 65+   | 9%  |

**Was Seen by BH provider**

96 (41%)

**Came Back to see BH provider**

22 (30 DAYS) | 31 (>30 DAYS)

**Missed Apps**

173

**Recommended Disposition**

- N/A
- Patient did not follow Recommended Disposition
- Patient followed Recommended Disposition

|   |           |          |     |
|---|-----------|----------|-----|
| Staying in outpatient clinic appropri.. | 127 (74%) | 28 (16%) | 172 |
| Baker Act                               | 31 (89%)  | 35       |     |
| No Disposition Entered                  |           | 28       |     |
| Other                                   |           | 8        |     |
| Transfer to medical hospital            |           | 3        |     |

**Race**

|       |     |     |
|-------|-----|-----|
| White | 103 | 45% |
| Black | 76  | 33% |

**Was Seen by PCP**

34 (14%)

**Came Back for Primary Care**

28 (30 DAYS) | 43 (>30 DAYS)

**Pt has not returned**  
pts. seen >6 weeks ago

141

**Ethnicity**

|                        |     |     |
|------------------------|-----|-----|
| Not Hispanic or Latino | 160 | 70% |
|------------------------|-----|-----|

**Monthly Volume**





■ Patient was seen | ■ Patient Refused Services

**Actual Disposition Not followed**






|   |         |
|---|---------|
| Patient left without being seen after triage, Refusing Services | 9 (82%) |
| Not Recorded  | 1 (9%)  |
| Baker Act   | 1 (9%)  |

Insurance Status:

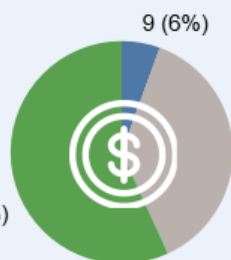
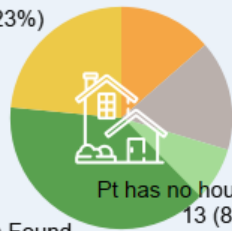
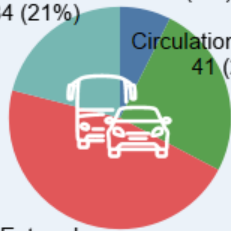
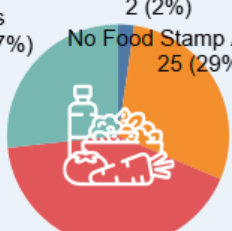
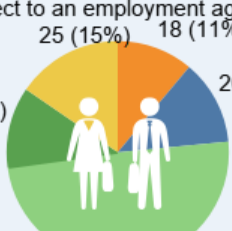
- 4% Medicare
- 27% Managed Care
- 61% No Insurance

|   |  |  |  |   |   |   |  |
|---|--|--|--|---|---|---|--|
| <p><b>Unique Patients</b></p>  <p><b>228</b></p> | <p><b>Visits</b></p>  <p><b>255</b></p> | <p><b>Existing HCD Patients</b></p>  <p><b>39 (17%)</b></p> | <p><b>Was Seen by Psychiatrist</b></p>  <p><b>123 (52%)</b></p> | <p><b>BHT Documentation</b></p> <p><b>89%</b><br/>227/255</p> | <p><b>Initial Safety Triage</b></p> <p><b>84%</b><br/>214/255</p> | <p><b>Secondary Triage</b></p> <p><b>164%</b><br/>54/33</p> | <p><b>Arrival to Triage completion</b></p> <ul style="list-style-type: none"> <li>&lt;10 Minutes  143 (56%)</li> <li>10-15 Minutes  37 (15%)</li> <li>15-20 Minutes  27 (11%)</li> <li>20-30 Minutes  12 (5%)</li> <li>&gt;30 Minutes  3 (1%)</li> <li>Not Recorded  33 (13%)</li> </ul> |
|---|--|--|--|---|---|---|--|

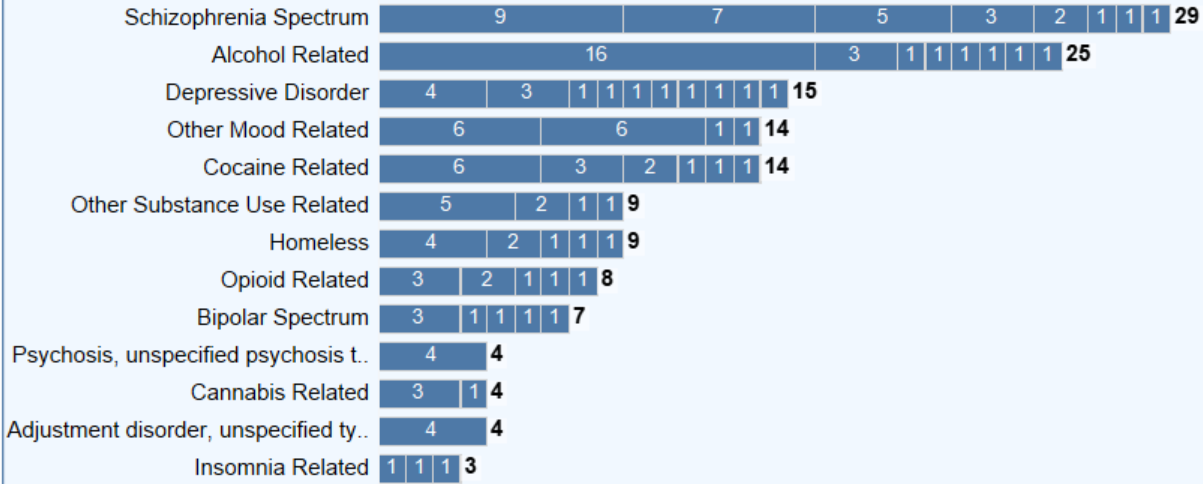
## Screening Results on Initial Triage

|   |   |  |   |   |  |
|---|---|--|---|---|--|
| <p><b>Screened Positive for Suicide (C-SSRS)</b></p>  <p><b>35/193 (18%)</b></p> | <p><b>C-SSRS Risk Score</b></p> <ul style="list-style-type: none"> <li>High Risk  27 (11%)</li> <li>Moderate Risk  8 (3%)</li> <li>Not performed  62 (24%)</li> </ul> | <p><b>Screened Positive for Violence (Broset)</b></p>  <p><b>3/193 (2%)</b></p> | <p><b>Screened Positive for Homicide Risk (Vrisk 10)</b></p>  <p><b>20/127 (16%)</b></p> | <p><b>Screened Positive for Hallucination</b></p>  <p><b>12/93 (13%)</b></p> | <p><b>Screened Positive for Confusion</b></p>  <p><b>44/212 (21%)</b></p> |
|---|---|--|---|---|--|

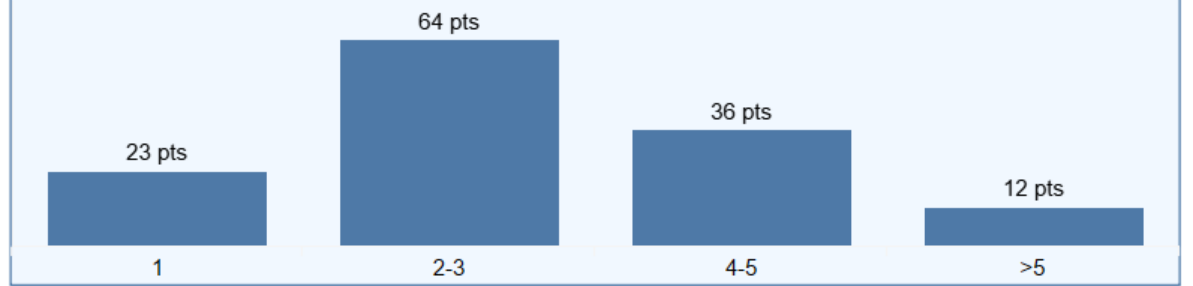
## Care Coordination Done: 162 (69%)

|   |   |   |   |   |
|---|---|---|---|---|
| <p><b>Insurance needs or Disability Addressed</b></p>  <p>Yes: 92 (57%)<br/>No: 61 (38%)<br/>Other: 9 (6%)</p> | <p><b>73% Housing Addressed</b></p> <p>Pt rejected housing solution offered: 22 (14%)</p>  <p>Solution Found: 63 (39%)<br/>Pt has no housing needs: 13 (8%)<br/>N/A: 26 (16%)<br/>No: 38 (23%)</p> | <p><b>53% Transp. Addressed</b></p>  <p>Not Entered: 75 (46%)<br/>Circulation from HCD: 41 (25%)<br/>Other non-emerg. Transport: 34 (21%)<br/>Bus Pass: 2 (7%)</p> | <p><b>53% Food Addressed</b></p>  <p>Pt doesn't meet Food Stamp criteria: 36 (42%)<br/>Yes: 23 (27%)<br/>No Food Stamp Application: 25 (29%)<br/>Other: 2 (2%)</p> | <p><b>Employment Addressed</b></p>  <p>No, patient has a job: 80 (49%)<br/>Yes: 19 (12%)<br/>Yes, Connect to an employment agency: 25 (15%)<br/>No: 20 (12%)<br/>Other: 18 (11%)</p> |
|---|---|---|---|---|

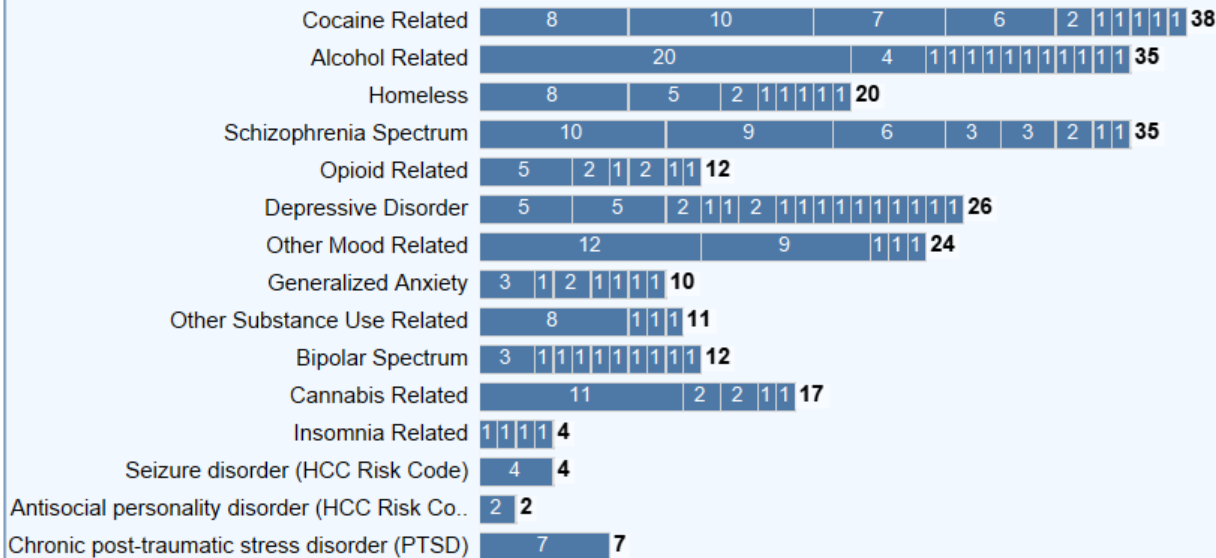
## Top 20 Primary Visit Diagnosis



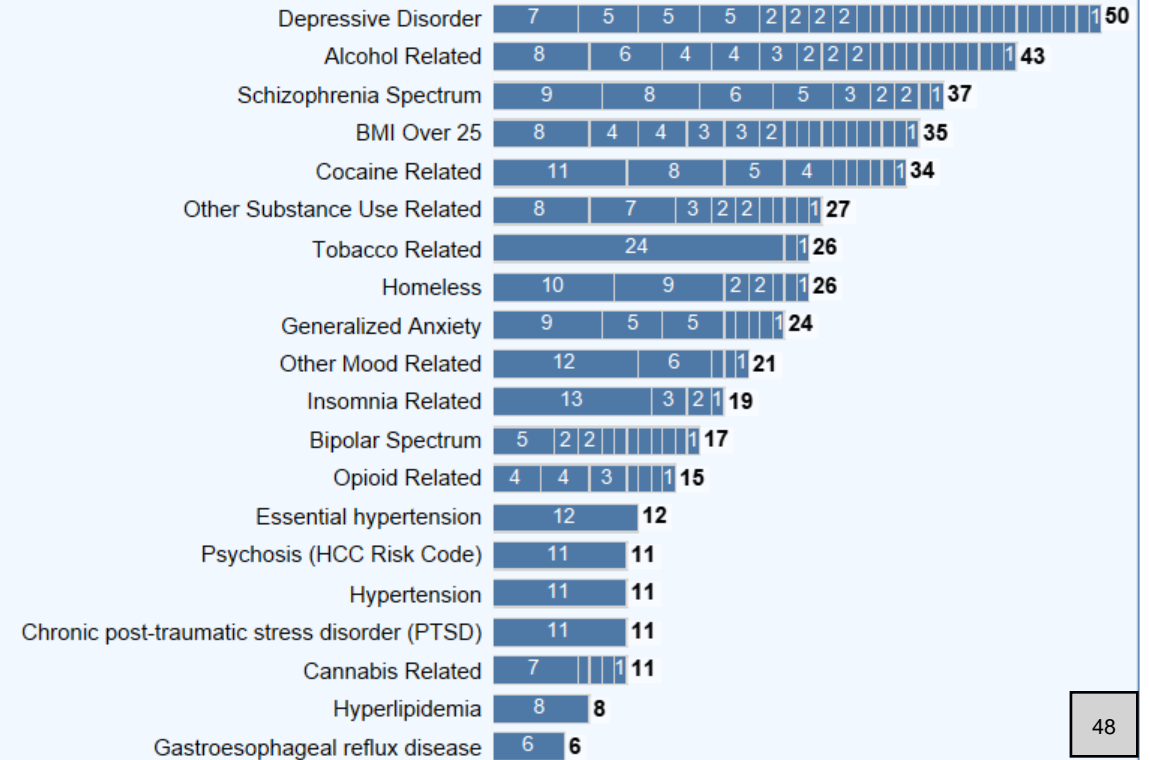
## Number of Diagnosis per Patient



## Top 20 All Visit Diagnosis



## Top 20 Problems



# PBSO CRT – “Someone to Respond”



- MRT Team**
- Undercover Police Officer
  - HCD Peer
  - HCD Crisis Counselor (CC)

**Not a Baker Act!**  
Mentally Disturbed or SUD

**\* 4 Regions Covered**  
**Tuesday-Friday : 8am-6pm**

**MANGONIA PARK CLINIC**  
Health Care District OF PALM BEACH COUNTY



**Staying in the community** (70% - 80% Estimated)

- for patients who need:**
- Deescalation
  - Outpatient appointment
  - SDOH, etc

**VOLUNTARY**



**Transport to Mangonia Clinic** (20% - 30% Estimated)

- for patients who need:**
- Immediate attention and outpatient services
  - Cannot wait for outpatient appointment
  - Need medication right away

**MANGONIA PARK CLINIC**





# PBSO and HCD Crisis Response Team (CRT) Program

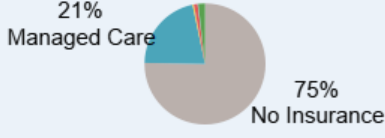
## "Someone to Respond" Mental Health Crisis Co-Responding Unit Data

6/1/2024 - 4/7/2026


|  |   |  |   |   |   |   |  |   |
|--|---|--|---|---|---|---|--|---|
| <b>Number of Visits</b><br><br><b>560</b> | <b>Unique Patients</b><br><br><b>514</b> | <b>Duplicated Patients</b><br><br><b>46</b> | <b>Existing HCD Patients</b><br><br><b>62 (12%)</b> | <b>Homeless</b><br><br><b>54 (10%)</b> | <b>Arrests</b><br><br><b>1</b> | <b>Pt. Agreed to Disposition</b><br><br><b>67%</b> | <b>Unit RealTime Response (In progress)</b><br><br><b>56%</b> | <b>% Follow Up at HCD after Sched.</b><br><br><b>56%</b> |
|--|---|--|---|---|---|---|--|---|

**Payer**


 **50%**
 **50%**




**Age**



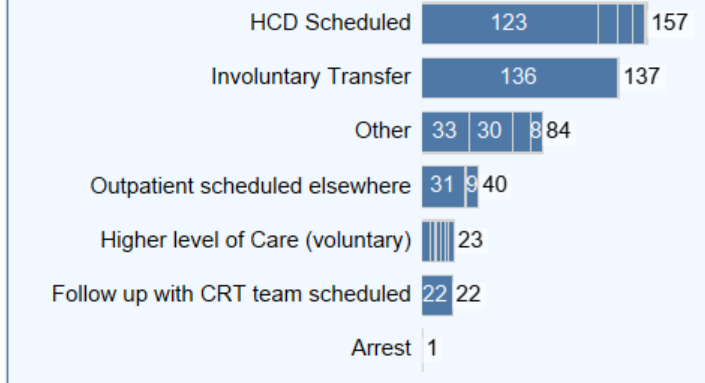
**Race**




**Ethnicity**



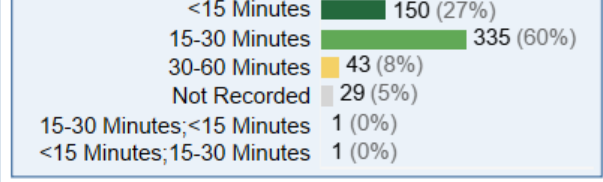
**Recommended Disposition**



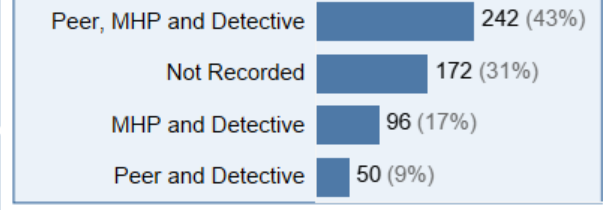
**Came Back to see an HCD provider**



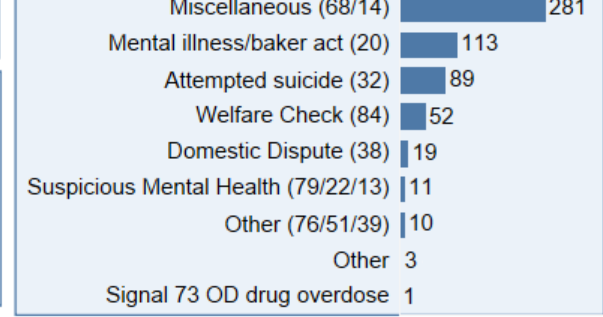
**Unit Response Time to Scene**



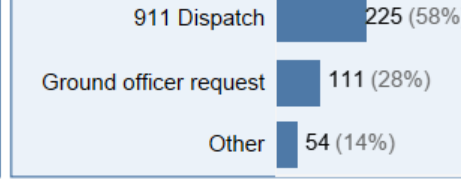
**CRT Members on Scene (1/26/25)**



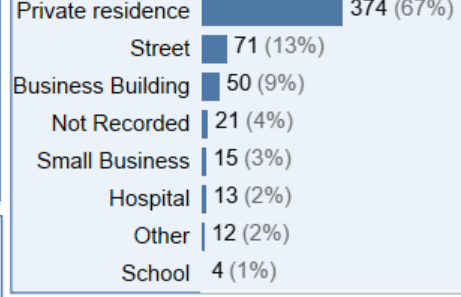
**PBSO Dispatch Code for Call (Signal)**



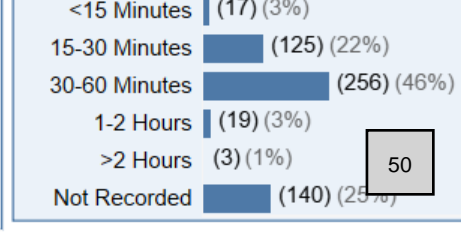
**Call Origin (1/26/25)**



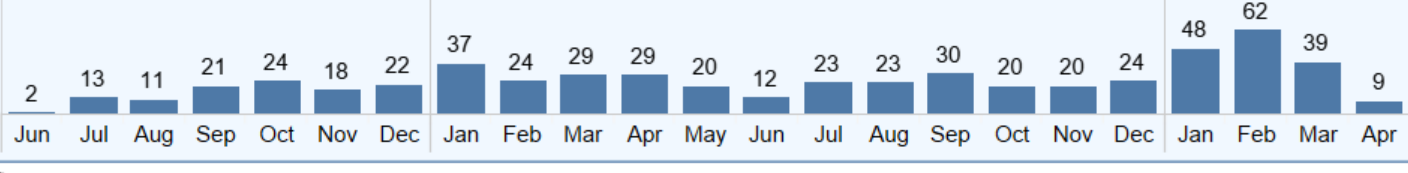
**Unit Intervention Location**



**Unit Intervention Duration**



**Monthly Volume (Unit operates 4 days per week 8:00AM - 6:00PM)**



# Questions?

## Public Comment on Reflections of a Community Organizer

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547 Private Resident /  
Lake Park Society for the Advancement of Civic Engagement

Being away this past month has provided me with time to reflect on what is happening back home.

First, a message to our residents. Do not lose heart because the wheels of government move slowly. I know at times, it can feel as though there is an expectation that residents will eventually grow tired and stop participating. We cannot and will not allow that to happen.

Any indifference narrows our vision and weakens our voice. It risks turning engaged citizens into passive observers while important decisions are made for us rather than with us. Create and maintain civic energy. Voices are power.

I don't observe that residents have given up. But I know we can grow weary. I feel that weariness myself. Continue to stay informed and engaged. Support one another. Together, we can resist the idea that fighting our battles inevitably results in a loss of our priorities.

To the Commission: Over the past two years, I have addressed you roughly 25 times, speaking from my own perspective and often after listening to neighbors and supporters of our resident engagement community. We have raised concerns thoughtfully and respectfully on a wide range of issues.

My concern is not whether you hear us. My concern is that too often, residents see little action, poor response rate to resident emails, 3 commissioners who never hold "town hall" style meetings, and even given the legal restraints put upon you, there is no decisiveness on the issues that matter most to them. Community events and celebrations strengthen our social fabric, and they have value, but not exclusively. Residents have repeatedly spoken about high-rises, developer performance, high salary costs, over-reliance on consultants, and a lack of trust in your own town attorney and manager. Today, we face multiple lawsuits that reflect deeper problems that cannot be ignored. We are asked to partner with the rich and incompetent, who gain ego gratification at the expense of others as they empower apparent co-conspirators, sometimes among elected officials and sometimes with some within our own town management.

I admit I am growing frustrated, sometimes angry. Some residents share that emotion. Do not allow that feeling to spread throughout this community. Reject promises attached to development projects. Find partners we can be proud of. Honor the neighborhood values and small-town culture that many of you campaigned on. Restore residents' confidence that their voices truly matter. For today, do they...how can I tell?



# Exhibit C

Item 4.

**TOWN LAKE OF PARK  
TOWN COMMISSION MEETING  
MEETING DATE: June 17, 2026**

**APPLICATION:** Twiggs Academy Site Plan and Special Exception

**AGENDA ITEM TITLE:** On behalf of Michel Invest LLC (“Property Owner” and “Applicant”), Imtiaz Ahmed of Atlantic Engineering Services (“Agent”) is requesting site plan and special exception use approval for a one-story 7,424 SF educational facility. The proposed development is consistent with the Town of Lake Park’s adopted regulations for the C-2 commercial district.

Additionally: The Applicant is also requesting a rezoning of 0.25 acres from residence district (R-2) to business district (C-2) for parcel 36-43-42-20-01-048-0300. This application is presented under separate cover.

**Note:** This application was heard at the Planning and Zoning Board meeting on June 1, at which time the applicant received several items of feedback, including ensuring the bollards were placed outside the fence around the playground at the corner of Silver Beach and 10<sup>th</sup> Street and notation cleanup. These changes are reflected in the Town Commission packet. The item was approved 5-0.

Some additional discussion items by the Board included, in part:

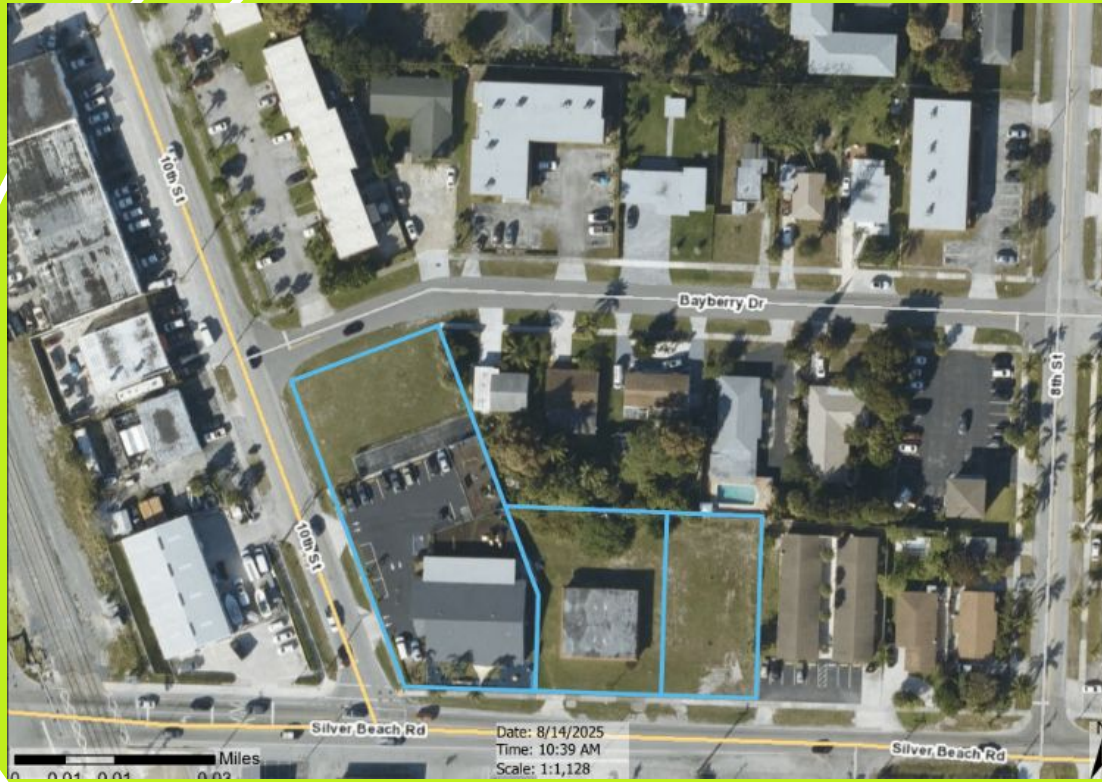
- ➔ The fencing around the property to ensure there was adequate security, along with bollard on the outside of the fence facing Silver Beach Road
- ➔ Clarifications regarding the interior to ensure there is an adequate ‘safe room’ planned
- ➔ Signage requirements during peak hours when the Silver Beach gate is closed in order to ensure motorists know how to safely circulate back to 10<sup>th</sup> Street
- ➔ Clarifications on the intended new capacity which is 93 currently at the existing facility, with approximately 135-140 additional at the new facility
- ➔ There was discussion on whether the traffic study took into account the recently completed Nautilus 220 building, along with the new construction at Avalon and surrounding areas still underway, for which the applicant responded he thought so and would make sure their traffic engineer is present at the Town Commission meeting
- ➔ Fire sprinkler and fire hydrant requirements, for which the applicant explained the plans will meet all fire code requirements
- ➔ On whether the new security system will capture the entire exterior area, including the new facility exterior areas, for which the applicant responded that it would

Questions? Comments? Concerns? Please call 561-881-3320 (EXT 320) or email [aviane@lakeparkflorida.gov](mailto:aviane@lakeparkflorida.gov) for clarity and context ahead of the meeting, as needed.

**TWIGGS ACADEMY  
PROPOSED DAY CARE BUILDING AND  
PARKING IMPROVEMENTS  
829 SILVER BEACH ROAD, LAKE PARK, FL**

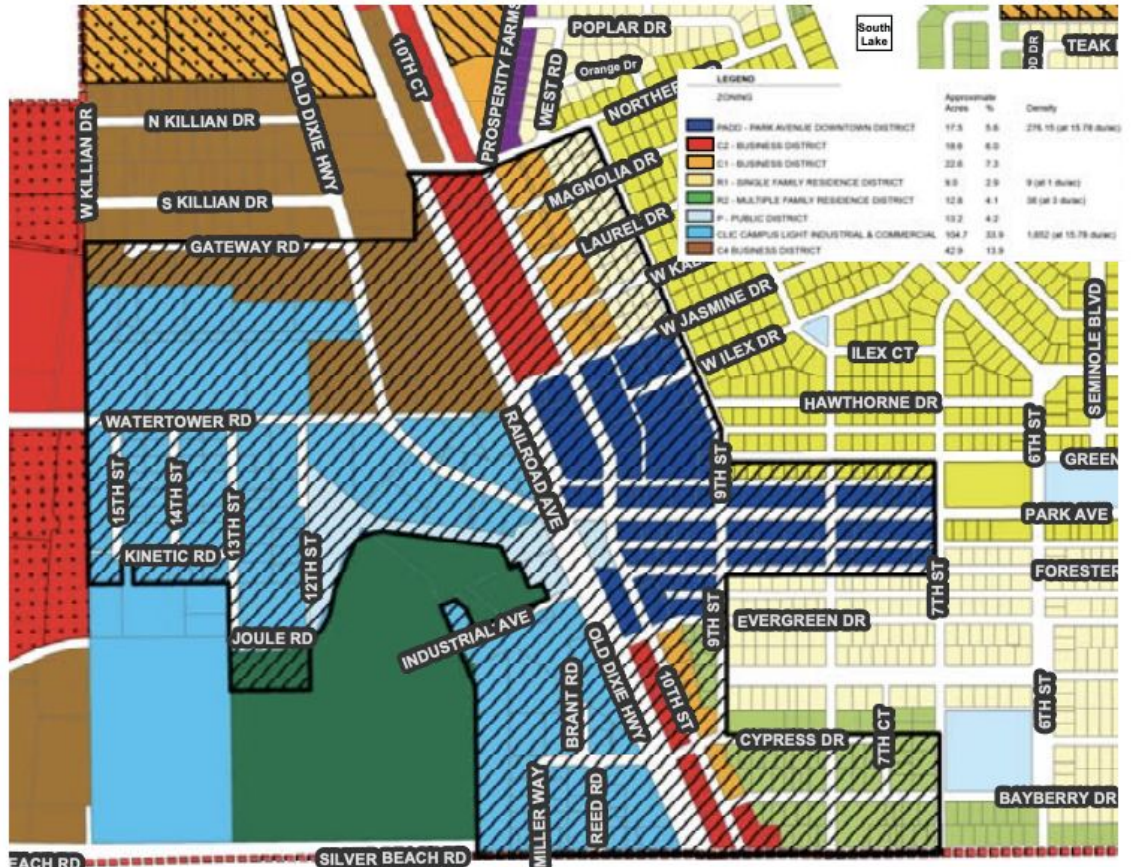


# Location Map





**TOWN OF LAKE PARK CRA  
REDEVELOPMENT INITIATIVES**

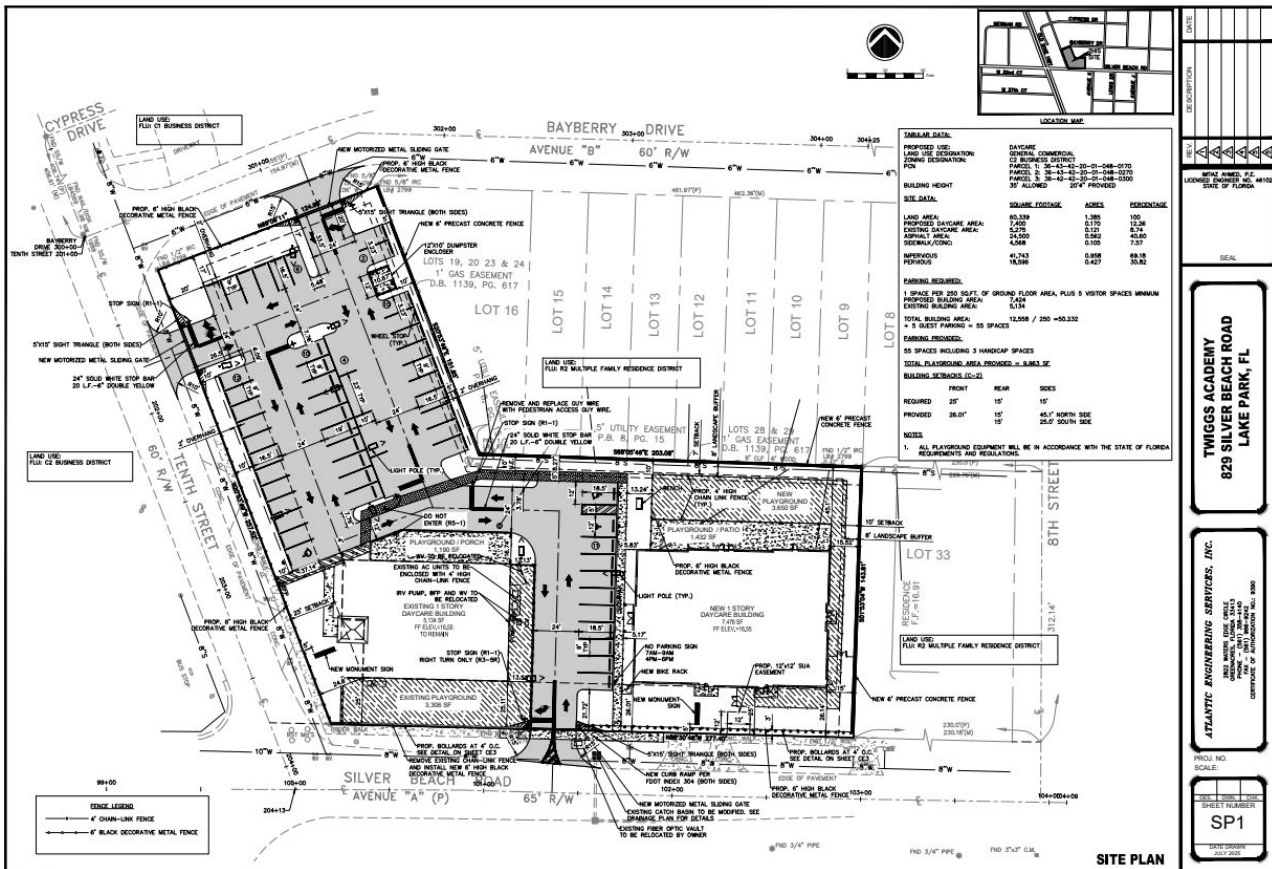


Item 4.

# REDEVELOPMENT GOALS!

RETAIN AND EXPAND TARGETED ANCHOR INDUSTRIES

EXPAND MARKETING AND PROMOTION EFFORTS TO GROW AWARENESS OF THE TOWN OF LAKE PARK



LAND AREA:

1.385 ACRES

PROPOSED USE:

7,476 S.F. DAYCARE

HANDICAP PARKING REQUIRED:

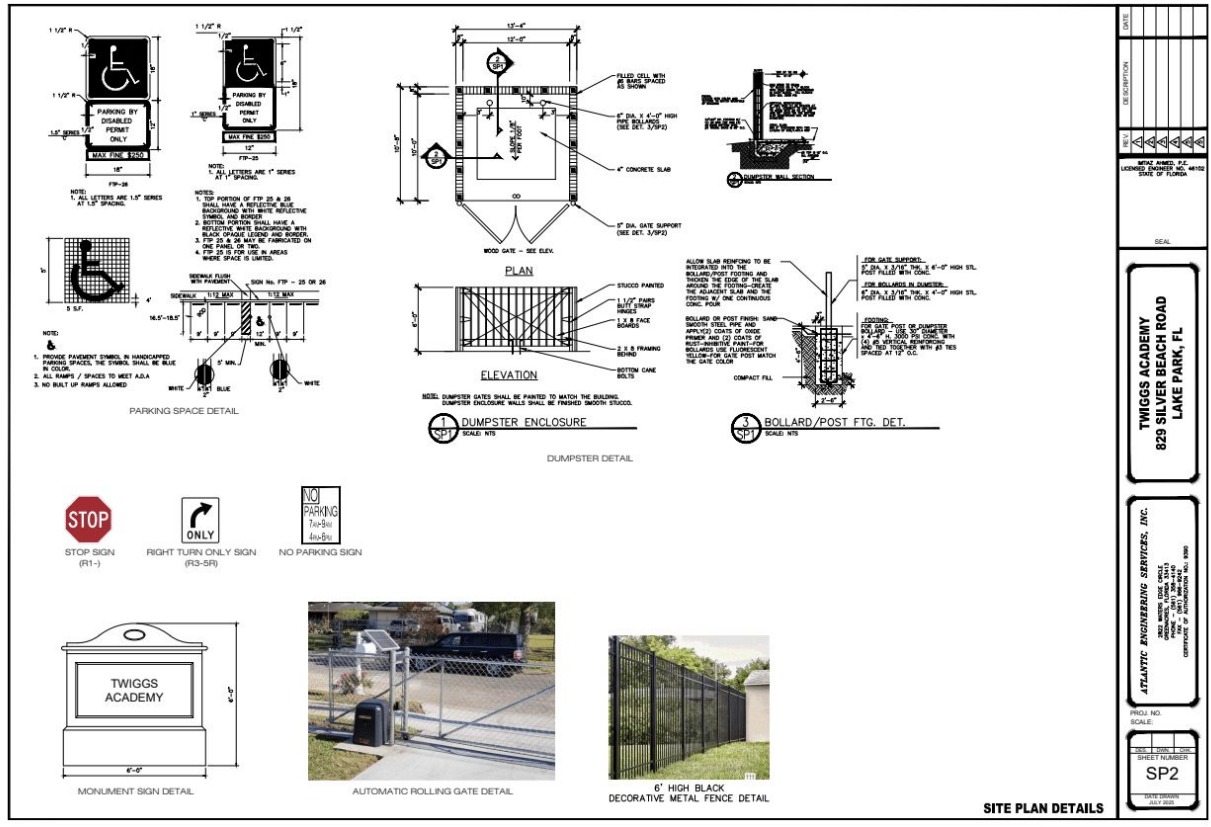
3 SPACES

TOTAL PARKING REQUIRED:

55 SPACES

DUMPSTER ENCLOSURE:

1 SPACE (12' X 10')



# SAFETY AND SIGNAGE

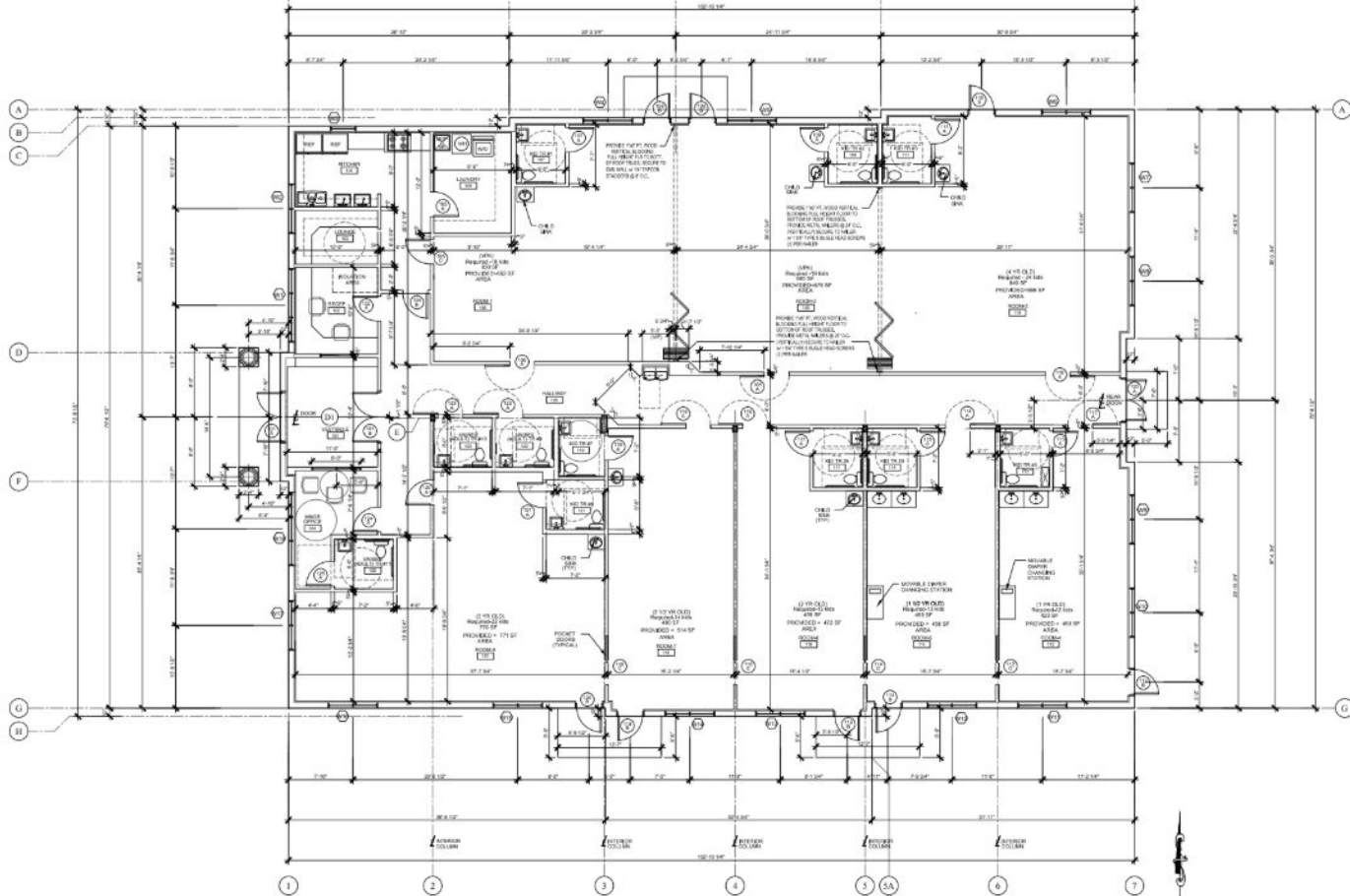
DECORATIVE FENCING (6FT')

PRECAST CONCRETE FENCE (6FT')

MONUMENT SIGN (5FT')

# Floor Plan

Item 4.



**1 FLOOR PLAN**  
SCALE: 3/8" = 1'-0"

DESCRIPTION  
REV  
DATE

IMTIAZ AHMED, P.E. #1102  
LICENSED ENGINEER  
STATE OF FLORIDA

Imtiaz Ahmed  
Digitally signed by Imtiaz Ahmed  
Date: 2024.04.30  
15:41:01 -0400

SEAL

**TWIGGS ACADEMY**  
101 10th STREET  
LAKE PARK, 33403

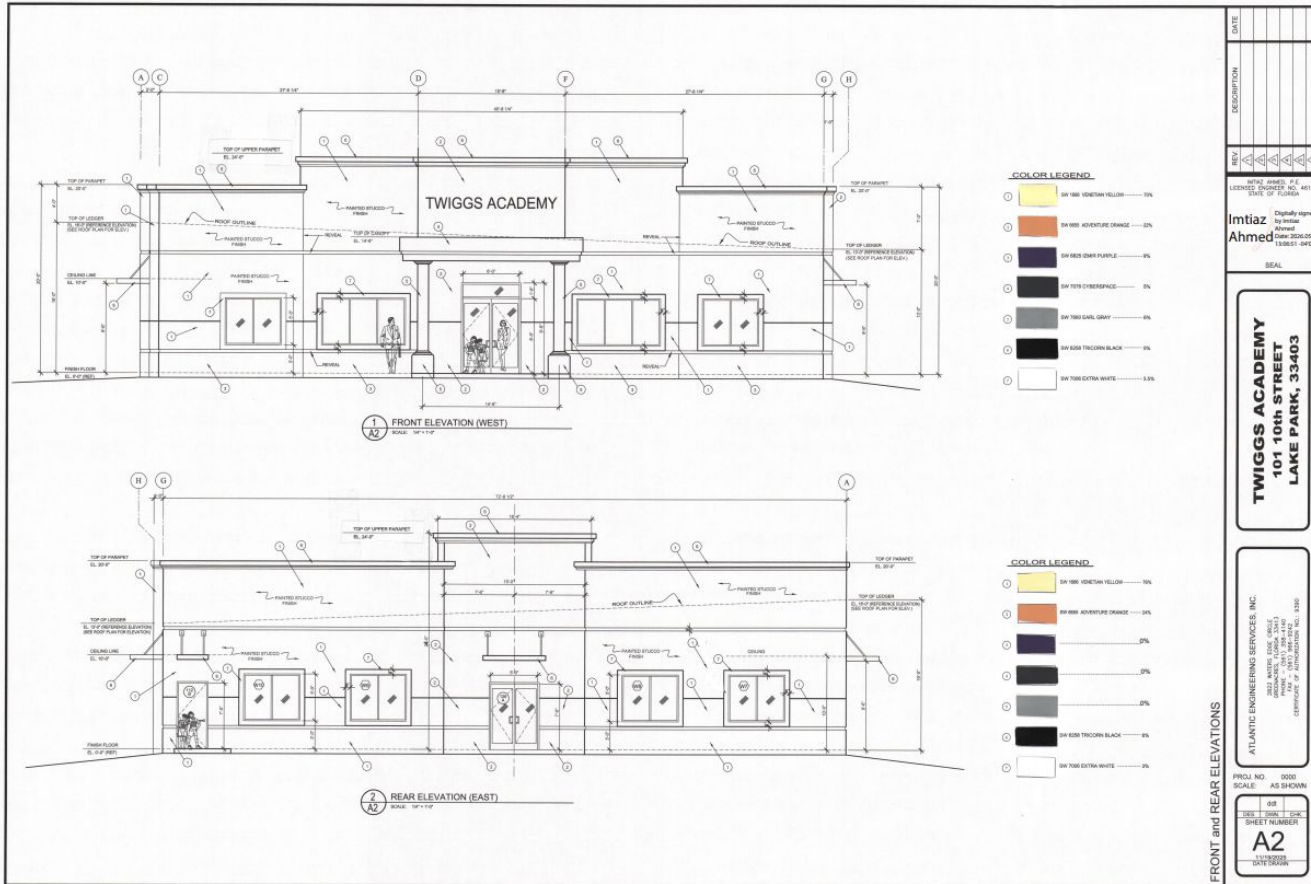
ATLANTIC ENGINEERING SERVICES, INC.  
2000 W. W. BOYD BLVD., SUITE 200  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 398-3444  
FAX: (904) 398-3444  
CERTIFICATE OF AUTHORIZATION NO.: 9390

PROJ. NO. 0000  
SCALE: AS SHOWN

**A1**  
SHEET NUMBER  
DATE DRAWN

# Proposed School Colors

Item 4.



# Exit to Silver Beach

Item 4.



# School Entrance

Item 4.



## Silver Beach side view

Item 4.





Item 4.

# Special thanks to the **Town of Lake Park Community Development Department** and **Palm Beach County Department of Housing & Economic Development**

Item 4.



**DR. MICHEL AND IMTIAZ AHMED, P.E., C.G.C.**

# **QUESTIONS & ANSWERS**

*Item 4.*

meeting Date 6/17

Reg.

Item 4.

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Name: Tracy Caruso  
Address: 220 Lake Shore Drive Unit 1703 Lake Park Fl 32403

If you are interested in receiving Town information through Email, please provide your E-mail address: tracycaruso@gmail.com

I would like to make comments on the following Agenda Item:

\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):

Manna

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



meeting Date 6/17

Res  
Comm  
Meet.

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Name: Nick Maniatis  
Address: \_\_\_\_\_

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:

\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):

\_\_\_\_\_

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Reg  
Comm.  
meet

Meeting Date 6/17

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Name: Jagger McCoy  
Address: \_\_\_\_\_

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:  
\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):  
\_\_\_\_\_

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Reg

Meeting Date June 17, 2020

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Name: FAPRE (Lesly BERRY)  
Address: 731 DATE PALM DR LAKE PARK

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:  
\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):  
THANK-YOU NOTE FOR ALLOCATION TO HABITIAN FLAG DAY

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Reg

Meeting Date 06/17/26

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Name: Jr SULLIVAN  
Address: 398 FLAOLER BLVD

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:  
\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):  
NONE LICENSED SMALL ELECTRICAL VEHICLE SAFETY ITEMS

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Meeting Date 6/17/26

Reg

**Cards must be submitted before the item is discussed!!**  
**\*\*\*Three (3) minute limitation on all comments**

Regular

Name: Kevin Hijanka  
Address: 705 Ilex

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:  
\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):  
SHA's new incinerator, landfilling out of county, and local composting

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

meeting Date 6/17

Reg.

Item 4.

Cards must be submitted before the item is discussed!!  
\*\*\*Three (3) minute limitation on all comments

Name: TANIEL 'TIC' KOUSHAKOSIAN  
Address: 441 32ND STREET, FL 33407

If you are interested in receiving Town information through Email, please provide your E-mail address: \_\_\_\_\_

I would like to make comments on the following Agenda Item:  
Public Commit

I would like to make comments on the following Non-Agenda Item(s):  
Public Commit

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Left meetings

meeting Date 6/17/26

Reg.

Cards must be submitted before the item is discussed!!  
\*\*\*Three (3) minute limitation on all comments

Name: Michayl Steinhauer  
Address: 435 Greenbriar

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@gmail

I would like to make comments on the following Agenda Item:  
\_\_\_\_\_

I would like to make comments on the following Non-Agenda Item(s):  
Reflections after being away

**Instructions:** Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

## Public Comment on Reflections of a Community Organizer

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547 Private Resident /  
Lake Park Society for the Advancement of Civic Engagement

Being away this past month has provided me with time to reflect on what is happening back home.

First, a message to our residents. Do not lose heart because the wheels of government move slowly. I know at times, it can feel as though there is an expectation that residents will eventually grow tired and stop participating. We cannot and will not allow that to happen.

Any indifference narrows our vision and weakens our voice. It risks turning engaged citizens into passive observers while important decisions are made for us rather than with us. Create and maintain civic energy. Voices are power.

I don't observe that residents have given up. But I know we can grow weary. I feel that weariness myself. Continue to stay informed and engaged. Support one another. Together, we can resist the idea that fighting our battles inevitably results in a loss of our priorities.

To the Commission: Over the past two years, I have addressed you roughly 25 times, speaking from my own perspective and often after listening to neighbors and supporters of our resident engagement community. We have raised concerns thoughtfully and respectfully on a wide range of issues.

My concern is not whether you hear us. My concern is that too often, residents see little action, poor response rate to resident emails, 3 commissioners who never hold "town hall" style meetings, and even given the legal restraints put upon you, there is no decisiveness on the issues that matter most to them. Community events and celebrations strengthen our social fabric, and they have value, but not exclusively. Residents have repeatedly spoken about high-rises, developer performance, high salary costs, over-reliance on consultants, and a lack of trust in your own town attorney and manager. Today, we face multiple lawsuits that reflect deeper problems that cannot be ignored. We are asked to partner with the rich and incompetent, who gain ego gratification at the expense of others as they empower apparent co-conspirators, sometimes among elected officials and sometimes with some within our own town management.

I admit I am growing frustrated, sometimes angry. Some residents share that emotion. Do not allow that feeling to spread throughout this community. Reject promises attached to development projects. Find partners we can be proud of. Honor the neighborhood values and small-town culture that many of you campaigned on. Restore residents' confidence that their voices truly matter. For today, do they...how can I tell?



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Library

Presentation, Discussion & Direction - Town of Lake Park Education

**Agenda Title:** Advisory Board

**Agenda Category (i.e., Consent, New Business, etc.):** New Business

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$0.00 **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Newspaper:** \_\_\_\_\_

**Attachments:** Ordinance X 2026

Information for Education Advisory Board

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

JKC Not applicable in this case

**Summary Explanation/Background:**

During the July 2, 2025, Regular Commission Meeting, Commissioner Judith Thomas expressed an interest in creating an Education Advisory Board. During the meeting discussion, Town Clerk Vivian Mendez provided information that the Town had previously created an Education Committee (Resolution 3-1993) that was later renamed to the Education Advisory Board (Ordinance 9-2001).

Additionally, during the Town Commission’s Meeting on October 22, 2025, the Education Advisory Board was again discussed with the direction that staff review attend other communities Education Board meetings, review various Education Board ordinances to develop a proposed ordinance to be considered by the Town Commission and communicate with various education professionals/retirees to assist in the development of this new Board.

Following this meeting, the Library Director met with various individuals within the education community as well as other municipalities/communities that have implemented and/or developing Education Boards,

Education Advisory Boards, Education Committees and/or Education Task Forces. Further, interviews/discussions were held with Commissioner Thomas and Vice-Mayor Hensley to identify potential areas of need and scope of work to be completed by this new Board, if approved.

A summary of the information found includes:

- **Village of Royal Palm Beach:** This five-member Board (plus one alternate) meets monthly to advise the Village Council on local educational matters. Their primary operational focus is the coordination of the Village-supported high school graduating senior scholarship program.
- **City of Westlake:** Meet bi-monthly and serves as a bridge between the City, local public schools, and the Palm Beach County School District. Their mission is to enhance community partnerships, monitor School District activities, and advocate for student success within their jurisdictional boundaries.
- **City of Boynton Beach:** Established by City Ordinance, includes seven regular members, two alternates, and three students. Although it aims to meet monthly, it has recently struggled with meeting attendance (quorum). The Board focuses on child advocacy and securing professional and financial resources from local businesses to support students from Pre-K through vocational levels.
- **City of Greenacres:** Comprised of seven residents and three non-voting liaisons (including a Councilmember and two students), this Board focuses on public awareness and school recognition. They are specifically responsible for recommending up to ten educational scholarship awards annually
- **City of West Palm Beach:** This 16-member Committee is the largest and most diverse, requiring representation from business, neighborhood associations, and student juniors. Their extensive duties range from legislative advocacy and grant acquisition to coordinating with police and leisure services to ensure student safety and improved park facilities.
- **City of Riviera Beach:** This nine-member Education Advisory Committee includes two high school student members and meets monthly to address educational issues. Its extensive mandate covers monitoring School District activities, identifying grants, coordinating with local businesses and organizations for support, assessing funding equity, and recruiting volunteers.
- **Village of Wellington:** The seven-member Education Committee meets quarterly to monitor legislation, gather input from stakeholders (parents, teachers, students), assist with scholarships and grants, and coordinate cooperative use of parks/recreation facilities and local vocational training programs with businesses.
- **City of Lake Worth Beach:** This seven-member Education Task Force is composed of residents who act as liaisons to specific local schools. They meet monthly to study issues impacting local learners and report their findings to the City Commission, serving as informed advocates for the schools.
- **City of Delray Beach:** This eleven-member Board (plus two student members) meets monthly. Members are selected for their background in business, real estate, and education. Duties include attending monthly school advisory council meetings, advocating for education-related goals in the City's comprehensive plan, and supporting the Campaign for Grade Level Reading Initiative.

Combining examples from other municipalities and the desires of the Commissioners, the former Education Advisory Board ordinance is proposed to be revised to include the following duties and responsibilities:

- (1) To gather input from parents, students, and the community to clearly understand their educational expectations and concerns so that the Board may actively address these issues.
- (2) To attend at least three (3) school events or School Advisory Council (SAC) meetings at an assigned school annually and provide a summary report at the Education Advisory Board meeting.
- (3) To provide the Town Commission with an annual “State of Education” report.
- (4) To provide a quarterly report to the Town Commission containing any recommendations, observations, concerns, or other information the Education Advisory Board deems to be in the best interest of the public for the Town Commission to receive regarding education and education facilities.
- (5) To contact local businesses, faith-based and non-profit organizations, and community groups within the township for professional skills, materials, financial, or educational support for schools. Any such solicitation shall first be approved by the Town Commission.
- (6) To coordinate the activities of the Town with the activities of the schools, colleges, and universities in order to enhance educational opportunities for the residents of the Town.
- (7) To coordinate with the Town’s Library and Special Events Departments for pre- and post-school activities.
- (8) To assist the Town and the schools within the Town in recruiting secondary students and retired educators to volunteer to assist students with reading, math, and other skills.
- (9) To support the initiatives of the local schools as they relate to educational activities and programs.
- (10) Bridge the gaps between what is accessible at the schools and what students have access to at home and create an equitable field for learning.
- (11) Offer an open platform at the Education Advisory Board meeting for community organizations to share education initiatives.
- (12) Other duties as may be assigned by the Town Commission.

The proposed membership of this Board would be determined by the Town Commission and they shall appoint an uneven number, but no more than five (5) members and up to two (2) alternate members, to the Town’s Education Advisory Board. Each of the members would be required to meet at least one of the following criteria by being either:

- (1) Town resident
- (2) B/or experience in the field of education; or be a member of a parent-teacher organization, parent teacher association, school advisory council, or any other similar organization with the Palm Beach School District, public, private, or charter school within the Town’s zoned attendance area; or be

a parent/legal guardian of a child currently enrolled in a town public, private, or charter school, or school where the resident student is zoned to attend

- (3) The Town Commission may appoint up to (3) students of indefinite terms as “Student Members” of the Board. At least one (1) of the Student Board Members shall be an upper elementary or middle-school student, and at least one (1) of the Student Board Members shall be a high school student. The Upper Elementary or Middle School Students appointed pursuant to this section shall not be counted as board members for the purpose of meeting quorum requirements and shall not be entitled to make motions or cast votes; however, appointed students may participate in the discussion of matters being considered by the Board and may bring suggestions for action to the Board. When an appointee ceases to be a student, their membership on the Board shall terminate automatically. The High School Students appointed shall be counted as board members for the purpose of meeting quorum requirements and shall be entitled to make motions or cast vote
- (4) One (1) Commissioner shall serve as liaison but shall have no voting power. The Library Director will serve as the Board Coordinator and shall not have voting power. The liaison and coordinator are not members of the Board and shall not be counted in determining if a quorum is present for Board Meetings.

The Library is proposing that the following local schools and preschools be represented, but not limited to, the following

:

- Lake Park Elementary
- The Conservatory School in North Palm Beach
- H.L. Watkins Middle School
- Suncoast High School
- Inlet Grove Middle and High School
- Palm Beach Gardens High School
- Coastal Middle and High School
- Palm Beach Christian Academy – Lake Park Campus
- Bethel Junior Academy
- Twiggs Academy
- Bright Child Academy
- Bright Futures Child Development
- Kidz Home Academy
- First Learning Academy

The proposed intent of the Town’s new Education Advisory Board, if approved, would be to promote awareness and participation of Lake Park citizens in the education of the children within Lake Park. Further, it would be encouraged to have the citizens of Lake Park volunteer with our local schools and within our community to enhance the schools' efforts in educating our children.

The proposed Town of Lake Park Education Advisory Board Ordinance was prepared by the Library Director and reviewed by the Assistant Library Director and the Town Attorney.

**Recommendation:**

The Town Commission consider, discuss and provide input/direction on the proposed Ordinance to re-establish the Town of Lake Park Education Advisory Board.

## ORDINANCE \_\_- 2026

AN ORDINANCE OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING CHAPTER 2, (ADMINISTRATION), ARTICLE IV, “BOARDS AND COMMITTEES”, DIVISION 2, SECTION 2-63 TO 2-66, WHICH REGULATED THE TOWN’S “EDUCATION ADVISORY BOARD”, AND ADOPTING A NEW ORDINANCE RECONSTITUTING THE BOARD AND RESTATING THE TERMS AND CONDITIONS UNDER WHICH THE EDUCATION ADVISORY BOARD WILL OPERATE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, in 1993, the Town of Lake Park adopted Resolution 3, 1993, creating an “Education Committee”; and

**WHEREAS**, that Committee was formed primarily to assist the Town in fulfilling its obligations and commitments to the Palm Beach County School Board as defined in an interlocal agreement dated December 18, 1991, which was passed for the purposes of maintaining racial balance with the primary and secondary school-age population of the Town; and

**WHEREAS**, that committee has served the Town since 1993 in various capacities: and

**WHEREAS**, in 2001, the Town adopted Resolution 9, 2001, renaming the Committee the “Education Advisory Board” and reconstituting the Board and restating the terms and conditions under which the Education Advisory Board operates; and

**WHEREAS**, that Board has served the Town since 2001 in various capacities; and

**WHEREAS**, in 2025, that Commissioner Judith Thomas presented the need for an “Education Advisory Board”: and

**WHEREAS**, the Town of Lake Park Commission has determined that there is a need to repeal and reconstitute the Education Advisory Board and restate the terms and conditions under which the Board will operate; and

**WHEREAS**, the Town of Lake Park has determined that it is in the public interest, welfare, and necessity to repeal and reconstitute the Education Advisory Board in order that the Board might operate more effectively and efficiently.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

## SECTION 1

**CHAPTER 2, ARTICLE IV, DIVISION 2, IS HEREBY AMENDED, AND SHALL READ AS FOLLOWS:**

**DIVISION 2. EDUCATION ADVISORY BOARD,  
Sec. 2-63. Declaration of Legislative Intent. Purpose**

It is the intent of this division to promote the awareness and participation of the citizens of Lake Park in the education of the children of Lake Park. Further, it is the intent of the Commission to encourage the cooperation of the citizens of Lake Park through their volunteer efforts within the school and the community, with the public, private, and charter schools in Lake Park and those where Lake Park resident students are zoned to attend, to enhance the efforts of the schools in educating our children.

**Sec. 2-64. Duties and Responsibilities**

The duties and responsibilities of the Education Advisory Board shall be as follows:

- (1) To gather input from parents, students, and the community to clearly understand their educational expectations and concerns so that the Board may actively address these issues.
- (2) To attend at least three (3) school events or School Advisory Council (SAC) meetings at an assigned school annually and provide a summary report at the Education Advisory Board meeting.
- (3) To provide the Town Commission with an annual “State of Education” report.
- (4) To provide a quarterly report to the Town Commission containing any recommendations, observations, concerns, or other information the Education Advisory Board deems to be in the best interest of the public for the Town Commission to receive regarding education and education facilities.
- (5) To contact local businesses, faith-based and non-profit organizations, and community groups within the township for professional skills, materials, financial, or educational support for schools. Any such solicitation shall first be approved by the Town Commission.
- (6) To coordinate the activities of the Town with the activities of the schools, colleges, and universities in order to enhance educational opportunities for the residents of the Town.
- (7) To coordinate with the Town’s Library and Special Events Departments for pre- and post-school activities.
- (8) To assist the Town and the schools within the Town in recruiting secondary students and retired educators to volunteer to assist students with reading, math, and other skills.
- (9) To support the initiatives of the local schools as they relate to educational activities and programs.
- (10) To bridge the gaps between what is accessible at the schools and what students have access to at home, and create an equitable field for learning.
- (11) To offer an open platform at the Education Advisory Board meeting for community organizations to share education initiatives.
- (12) Such other duties as may be assigned by the Town Commission.

**Sec. 2-65. Qualifications and terms of office of the Board.**

- (A) The Town Commission shall appoint an uneven number, but no more than five (5) members, and up to two (2) alternate members to the Education Advisory Board. The members shall meet at least one of the following criteria by being either:
- (1) Board members shall be Town residents.
  - (2) Board members shall have a background in education and/or experience in the field of education; or be a member of a parent-teacher organization, parent teacher association, school advisory council, or any other similar organization with the Palm Beach School District, public, private, or charter school within the Town's zoned attendance area; or be a parent/legal guardian of a child currently enrolled in a Town public, private, or charter school, or school where the resident student is zoned to attend
  - (3) The Town Commission may appoint up to three (3) students of indefinite terms as "student members" of the Board. At least one (1) of the Student Board Members shall be an upper elementary or middle-school student, and at least one (1) of the Student Board Members shall be a high school student. The Upper Elementary or Middle School Students appointed pursuant to this section shall not be counted as board members for the purpose of meeting quorum requirements and shall not be entitled to make motions or cast votes; however, appointed students may participate in the discussion of matters being considered by the Board and may bring suggestions for action to the Board. When an appointee ceases to be a student, their membership on the Board shall terminate automatically. The High School Students appointed shall be counted as board members for the purpose of meeting quorum requirements and shall be entitled to make motions or cast votes.
  - (4) One (1) Commissioner shall serve as liaison but shall have no voting power. The Library Director will serve as the Board coordinator but shall have no voting power. The liaison and coordinator are not members of the Board and shall not be counted in determining if a quorum is present.
- (B) In order that the terms of office of all members will not expire at the same time, the initial appointments to the Education Advisory Board shall be as follows;
- (1) Three (3) members shall be appointed for a term of one (1) year.
  - (2) Two (2) members shall be appointed for a term of two (2) years.
- (C) Thereafter, all appointments shall be made for a term of two (2) years. Any member may be reappointed upon approval of the commission. An appointment to fill any vacancy on the Education Advisory Board shall be for the remainder of the unexpired term of office.
- (D) Except as provided herein, members shall serve in accordance with the Lake Park Code, Section 2-56 and 2-57.

**Section 2-66. Election of board officers, Quorum, and Compliance with "Sunshine Law".**

- (A) The Board shall elect, at a regular meeting to be conducted in January of every year, from its membership, a chairperson and a vice-chairperson. The chairperson and the vice-chairperson shall serve as regular members of a School Advisory Council (SAC) at one of

the schools servicing Lake Park students. This includes but is not limited to Lake Park Elementary, Palm Beach Christian Academy, H.L. Watkins Middle School, Coastal Middle and High School, Suncoast High School, and Palm Beach Gardens High School.

- (B) A quorum of the board shall be deemed present if a majority of the membership of the board is present. The affirmative vote of a majority of members present at a meeting at which a quorum is present is required for the board to take formal action. If a quorum is not present within 15 minutes after the designated start time of the meeting, the meeting will be rescheduled.
- (C) Members of the Education Advisory Board shall comply with the provisions of chapters 286 and 119, Florida Statutes.

## **SECTION 2**

That should any section of the provision of this Ordinance or any portion thereof, any sentence, paragraph, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part to be declared invalid.

## **SECTION 3**

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish such, and the work "Ordinance" may be changed to "Section", "Article", or other appropriate word.

## **SECTION 4**

All ordinances of the Town of Lake Park, Florida, in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict.

## **SECTION 5**

This Ordinance shall take effect immediately upon passage.

# Information

## Town of Lake Park Education Advisory Board

The Education Advisory Board is modeled after the City of Greenacres.

Members of the Education Advisory Board may be required to attend meetings of more than one school. It is suggested that each liaison hold at least two meetings per year with their assigned principals: one in the fall (focused on priorities and listening) and one in the spring (focused on follow-up and relationship). These would be strategic conversations, not status updates or program pitches.

Schools include, but are not limited to, Lake Park Elementary (27), H.L. Watkins (15), The Conservatory School at North Palm Beach (22), Palm Beach Christian Academy of Lake Park (12), Suncoast High School, Inlet Grove Middle and High School (1), Palm Beach Gardens High School (11), Coastal Middle and High School (1), Bethel Junior Academy (12), Franklin Academy at Palm Beach Gardens (6), JFK Middle School (4), Gardens School of Technology Arts (3), Westward Elementary School (3), Bethune Elementary School (2), Dwyer High School (2), Northmore Elementary School (2), Palm Beach Gardens Elementary School (2), West Riviera Elementary School (2), Allamanda Elementary School (1), Benjamin School (1), Conniston Middle School (1), Duncan Middle School (1), Eisenhower Elementary (1), Faith Lutheran School of North Palm Beach (1), Forest Hill Community High School (1), Imagine Schools – Chancellor Campus (1), Jupiter Community High School (1), Jupiter Middle School (1), Palm Springs Christian Academy (1), Roosevelt Community Middle School (1), Tinder Trace Elementary (1), Twiggs Academy, Bright Child Academy, Bright Futures Child Development, Kidz Home Academy, and First Learning Academy. (Numbers in parentheses are the number of children attending those schools with library cards.)

Student Board Members may be chosen from these schools or from homeschooled students. All Student Board Members shall be chosen by Library staff to be nominated before the Commission. At least one of the Student Board Members shall be an upper elementary or middle-school student (5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, or 8<sup>th</sup> grade), and at least one of the Student Board Members shall be a high school student (9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade).

The suggested meeting date is the 2<sup>nd</sup> Thursday of the month at 5:00 PM. The Board may not meet earlier than 5:00 PM to comply with the Code. Chapter 2, Article IV, 113. All meetings of the various town boards shall be conducted after 5:00 PM.

The Library staff member shall serve as a coordinator for the Education Advisory Board, coordinating activities, members, and schools.

Things to focus on:

Boosting attendance at our schools – need to educate parents on why school attendance is important.

Kindergarten readiness and early childhood literacy – kindergarten readiness rates have shown a significant improvement, rising from 66% to 72%, more improvement is needed.

Things the Board will not do:

- Coordinate career pathway programs
- Escalate school-to-city services issues
- Conduct school visits
- Act as a direct point of contact for school operational needs



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2026
Originating Department: Public Works
Agenda Title: Resolution 54-07-26 - Task Order No. 1 - 2nd Street Green Infrastructure and Stormwater Improvements Project - Phase II (Engineering and Design) - Water Resource Management Associates, Inc. - \$297,938

Approved by Town Manager: Date:

Cost of Item: \$297,938.00 Funding Source: Stormwater
Account Number: 402-63011 Finance Signature: Barbara A. Gould

Advertised:
Date: N/A Newspaper: N/A

Attachments: Resolution No. 54-07-2026
Task Order No. 1 with WRMA, for execution
WRMA Scope of Services Proposal, 2nd Street Phase II
Current Consultants' Competitive Negotiation Act Professional Services Agreement with WRMA, for reference
Florida Department of Environmental Protection Grant Agreement #26PLN62, for reference

Please initial one:
Yes, I have notified everyone.
X Not applicable in this case.

SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department is continuing the Town's long-term efforts to address stormwater infrastructure and localized flooding issue throughout the Town. As a result, staff identified a need to proceed with the final engineering and design phase for the 2nd Street Green Infrastructure and Stormwater Improvements Project - Phase II to improve drainage capacity, advance green infrastructure and reduce future flooding-related liabilities.

To ensure the proper, competitive selection and most effective and efficient delivery of professional services, staff recommends that the Commission approve a Task Order under the state of Florida’s Consultants’ Competitive Negotiation Act (CCNA - state law) with Water Resource Management Associates, Inc., a Town approved Continuing Services Contract (CSC), for engineering and design services related to the 2nd Street Green Infrastructure and Stormwater Improvements Project - Phase II.

Note: The proposed professional services are expected to include final engineering and design, permitting coordination, public outreach, stakeholder engagement, bidding support and grant coordination assistance related to the proposed project.

At this time, the Town does not maintain the specialized engineering staffing necessary to perform this scope in-house. Thus, the Public Works Department recommends that the Town utilize the Town’s contracted professional engineering consultant to complete this phase of the project.

Funding to support this project (\$297,938.00) is available through the Florida Department of Environmental Protection Grant Agreement #26PLN62 and accepted in Resolution 37-05-26 on May 6, 2026. This funding was awarded for engineering, design, permitting, public outreach and related project development activities associated with the proposed stormwater improvements.

Note: Utilizing an existing competitively awarded professional services agreement will enable the Town to streamline the procurement process, maintain consistency with the prior conceptual design work and engage a consultant with project-specific knowledge and technical expertise. Further, using a previously approved agreement will accelerate project development, support grant compliance, and ensure adherence to local and state procurement requirements.

If approved, the proposed Task Order with Water Resource Management Associates, Inc., would be in accordance with the previously approved terms, conditions and pricing therein. The Town will not expend more than the amount within the approved budget and grant funding, as it may be adopted or amended for these professional services.

If approved, engineering design, permitting coordination and related project development activities are expected to begin as soon as practicable, with expected completion by January 2027. The project schedule will be required to be approved by the Florida Department of Environmental Protection (FDEP) and included within the Grant Agreement.

The proposed Task Order has been prepared by the Public Works Director and the Project Manager - Capital Projects and reviewed by the proposed consulting engineering firm, Water Resource Management Associates, Inc., the Finance Director and the Town Attorney.

The Town has previously worked with the proposed consultant and has provided a high-quality product and good customer service.

**RECOMMENDED MOTION:**

I move to adopt Resolution 54-07-2026, approving Task Order No. 1 with Water Resource Management Associates, Inc. for professional engineering and design services for the 2nd Street Green Infrastructure and Stormwater Improvements Project - Phase II, in the amount of \$297,938.

## RESOLUTION 54-07-26

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES PROPOSAL WITH WATER RESOURCE MANAGEMENT ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES, PERMITTING, BIDDING SUPPORT, AND GRANT SOURCING ASSISTANCE FOR THE 2ND STREET GREEN INFRASTRUCTURE AND STORMWATER IMPROVEMENTS PHASE II PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (the "Town"), is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements for professional services pursuant to applicable law; and

**WHEREAS**, the Town requires professional engineering services on an as-needed basis to support the planning, design, permitting, and implementation of stormwater infrastructure improvements; and

**WHEREAS**, the Town previously developed a Stormwater Master Plan identifying localized flooding areas and stormwater infrastructure needs throughout the Town, including the 2nd Street corridor; and

**WHEREAS**, the Town has an ongoing program to improve its existing stormwater infrastructure system consistent with the Stormwater Master Plan; and

**WHEREAS**, Water Resource Management Associates, Inc. was selected as a continuing professional stormwater engineering consultant under the Town's Consultants' Competitive Negotiation Act professional services agreement; and

**WHEREAS**, the Town requested a professional services proposal from Water Resource Management Associates, Inc. for engineering and design services, permitting, bidding support, and grant sourcing assistance for the 2nd Street Green Infrastructure and Stormwater Improvements Phase II Project; and

**WHEREAS**, Water Resource Management Associates, Inc. submitted a professional services proposal for \$297,938.00; and

**WHEREAS**, the Town was awarded a Florida Department of Environmental Protection Grant Agreement #26PLN62 for \$297,938.00 for the Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II Project; and

**WHEREAS**, the proposed scope of services will assist the Town in advancing the project to construction-ready design documents and will support continued implementation of stormwater mitigation improvements along the 2nd Street corridor; and

**WHEREAS**, the Town Manager has determined that the approval and execution of the professional services proposal are in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The foregoing recitals are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Task Order for Professional Services with Water Resource Management Associates, Inc. for engineering and design services, permitting, bidding support, and grant sourcing assistance for the 2nd Street Green Infrastructure and Stormwater Improvements Phase II Project, in an amount not to exceed \$297,938.00.

**Section 3.** This Resolution shall take effect immediately upon execution.



**TOWN OF LAKE PARK  
TASK ORDER NO. 1**

**Issued Under the Continuing Professional Services Agreement  
with Water Resource Management Associates, Inc.**

|                                   |  |
|-----------------------------------|--|
| <b>Project Name</b>               | 2nd Street Green Infrastructure and Stormwater Improvements, Phase II  |
| <b>Consultant</b>                 | Water Resource Management Associates, Inc.   |
| <b>Town Department</b>            | Public Works   |
| <b>Funding Source</b>             | Florida Department of Environmental Protection Planning Grant Agreement No. 26PLN62  |
| <b>Task Order Amount</b>          | Not to exceed \$297,938.00   |
| <b>Master Agreement</b>           | Professional Services Agreement for Continuing Services, executed December 20, 2023, pursuant to the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes |
| <b>Town Project Manager</b>       | John Wille, Capital Projects, or successor   |
| <b>Consultant Project Manager</b> | To be assigned by Water Resource Management Associates, Inc.   |

This Task Order is made and entered into by and between the Town of Lake Park, Florida, a municipal corporation of the State of Florida, and Water Resource Management Associates, Inc., pursuant to the Town’s existing Professional Services Agreement for Continuing Services.

- 1. Authorization.** The Consultant is hereby authorized to proceed with the professional engineering, design, permitting, bidding assistance, public outreach support, stakeholder engagement support, and grant support services required for the 2nd Street Green Infrastructure and Stormwater Improvements, Phase II Project. This Task Order is issued under, and shall be governed by, the terms and conditions of the Professional Services Agreement for Continuing Services between the Town and the Consultant.
- 2. Project Purpose.** The purpose of this Task Order is to advance the 2nd Street Green Infrastructure and Stormwater Improvements, Phase II Project from conceptual design to final engineering-and-construction-ready design documents. The project is intended to extend previously completed stormwater and green infrastructure improvements along approximately 3,300 linear feet of public right-of-way on 2nd Street, generally from the southern limit near Bayberry Drive to the northern limit near East Kalmia Drive, including related impacts and improvements near Lottie Mae Miller Park and Blakely Park.

- 3. Scope of Services.** The Consultant shall provide the professional services described in its proposal dated March 9, 2026, which is incorporated into this Task Order as Exhibit A. The scope of services includes, but is not limited to, the following:
- Project administration, progress meetings, coordination with the Town, and coordination with applicable permitting agencies.
  - Discovery and records research, including coordination for utility as-built information, topographic survey coordination, subsurface utility engineering coordination, and geotechnical investigation coordination.
  - Hydrologic and hydraulic modeling, engineering analysis, and validation of the proposed stormwater and green infrastructure layout.
  - Preparation of engineering design documents, construction drawings, technical specifications, and the Engineer's Opinion of Probable Cost at required design milestones.
  - Permitting coordination and preparation of permit-related documentation required for project implementation.
  - Public outreach meeting and stakeholder engagement support consistent with the grant work plan.
  - Bidding assistance, including support during solicitation, review of contractor questions, preparation of addenda or clarifications as needed, and recommendation support.
  - Construction funding grant application support, including preparation of supporting information required by the Florida Department of Environmental Protection or other applicable funding program.
- 4. Deliverables.** The Consultant shall provide deliverables consistent with the proposal, the Town's project requirements, and the Florida Department of Environmental Protection Grant Work Plan. Required deliverables include, at a minimum, the following:
- 60 percent design plans and construction cost estimate.
  - 90 percent design plans and 90 percent Engineer's Opinion of Probable Cost for construction.
  - Engineering Design Report summarizing the data, surveys, analyses, and design activities completed for the project.
  - Final design signed and sealed by a Florida registered Professional Engineer or other applicable Florida licensed professional in responsible charge of the design.
  - List of all permits required for construction of the proposed nature-based improvements, green infrastructure, stormwater improvements, and related project components.
  - Public outreach materials, meeting materials, presentations, agendas, meeting summaries, minutes, stakeholder input summaries, and related documentation required by the grant work plan.
  - Bidding assistance documents and grant support documentation as required by the approved scope of services.
- 5. Compensation.** The Town shall compensate the Consultant on a not-to-exceed basis in the total amount of two hundred ninety-seven thousand nine hundred thirty-eight

dollars (\$297,938.00). Compensation shall be made in accordance with the Master Agreement, this Task Order, the approved proposal, and all applicable grant reimbursement requirements. The Consultant shall not perform work or incur costs above the authorized amount unless a written amendment to this Task Order is approved by the Town.

**Budget Summary**

| <b>Task</b>   | <b>Amount</b>       |
|---|---------------------|
| Engineering and Design                              | \$289,162.00        |
| Public Outreach Meetings and Stakeholder Engagement | \$8,776.00          |
| <b>Total Task Order Amount</b>                      | <b>\$297,938.00</b> |

- 6. Schedule.** The Consultant shall perform the services authorized by this Task Order in accordance with the schedule established in the approved proposal and the applicable grant work plan. All project work, deliverables, and supporting documentation shall be completed in sufficient time to comply with the Florida Department of Environmental Protection Grant Agreement, including the current grant expiration date of June 30, 2028, and the task due date of March 31, 2028, unless amended by the funding agency and the Town.
- 7. Invoices and Grant Compliance.** Invoices shall be submitted in a format acceptable to the Town. They shall include sufficient detail to allow the Town to verify the work completed, the deliverables submitted, the percentage of completion, the eligible costs, and the consistency with the grant work plan. The Consultant shall provide the supporting documentation required by the Town for reimbursement requests, progress reporting, audit reviews, procurement documentation, and certification requirements for contractual services associated with Florida Department of Environmental Protection Grant Agreement No. 26PLN62.
- 8. Subconsultants.** The Consultant shall be responsible for the work of all subconsultants and shall ensure that all subconsultant work complies with the Master Agreement, this Task Order, the approved proposal, and applicable grant requirements. Use of subconsultants shall not relieve the Consultant of responsibility for performance, quality, schedule, coordination, or compliance.
- 9. Changes in Scope.** Any change to the authorized scope, schedule, deliverables, compensation, or grant-related requirements shall require the Town’s prior written approval. No verbal direction, field instruction, email, or informal communication shall authorize additional compensation or a material change to this Task Order unless approved in writing by the Town in accordance with the Master Agreement.
- 10. Order of Precedence.** In the event of a conflict among the documents governing this work, the order of precedence shall be: first, the Master Agreement; second, this Task Order; third, the Florida Department of Environmental Protection Grant Agreement No. 26PLN62, to the extent applicable to funding compliance; and fourth,

the Consultant’s proposal attached as Exhibit A. Nothing in this Task Order shall be interpreted to reduce or waive any right, protection, obligation, or requirement contained in the Master Agreement.

**11. Remaining Terms.** All terms and conditions of the Master Agreement remain in full force and effect. This Task Order authorizes only the specific project services described herein. It does not create a separate, standalone agreement or modify the continuing services relationship between the Town and the Consultant, except as expressly provided in this Task Order.

**12. Preparation and Review.** This Task Order was prepared by Jaime J. Morales, Public Works Director, and reviewed by Richard Reade, Town Manager; Barbara A. Gould, Finance Director; and Thomas J. Baird, Town Attorney.

**Exhibits**

- Exhibit A, WRMA Proposed Scope of Services, dated March 9, 2026.
- Exhibit B, Florida Department of Environmental Protection Grant Agreement No. 26PLN62, for grant compliance reference.
- Exhibit C, Professional Services Agreement for Continuing Services with WRMA, executed December 20, 2023, for contract reference.

**Authorization**

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives.

**TOWN OF LAKE PARK, FLORIDA**

By:

\_\_\_\_\_

**ROGER D. MICHAUD**

MAYOR

Date:

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**VIVIAN MENDEZ**

TOWN CLERK

Date:

\_\_\_\_\_

**WATER RESOURCE MANAGEMENT ASSOCIATES, INC.**

By:

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

TITLE:

\_\_\_\_\_

Date:

\_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_

**THOMAS J. BAIRD**

TOWN ATTORNEY

Date:

\_\_\_\_\_



**PROPOSED SCOPE OF SERVICES**  
TOWN OF LAKE PARK  
2ND STREET GREEN INFRASTRUCTURE  
AND STORMWATER IMPROVEMENTS (PHASE 2)  
MARCH 9, 2026

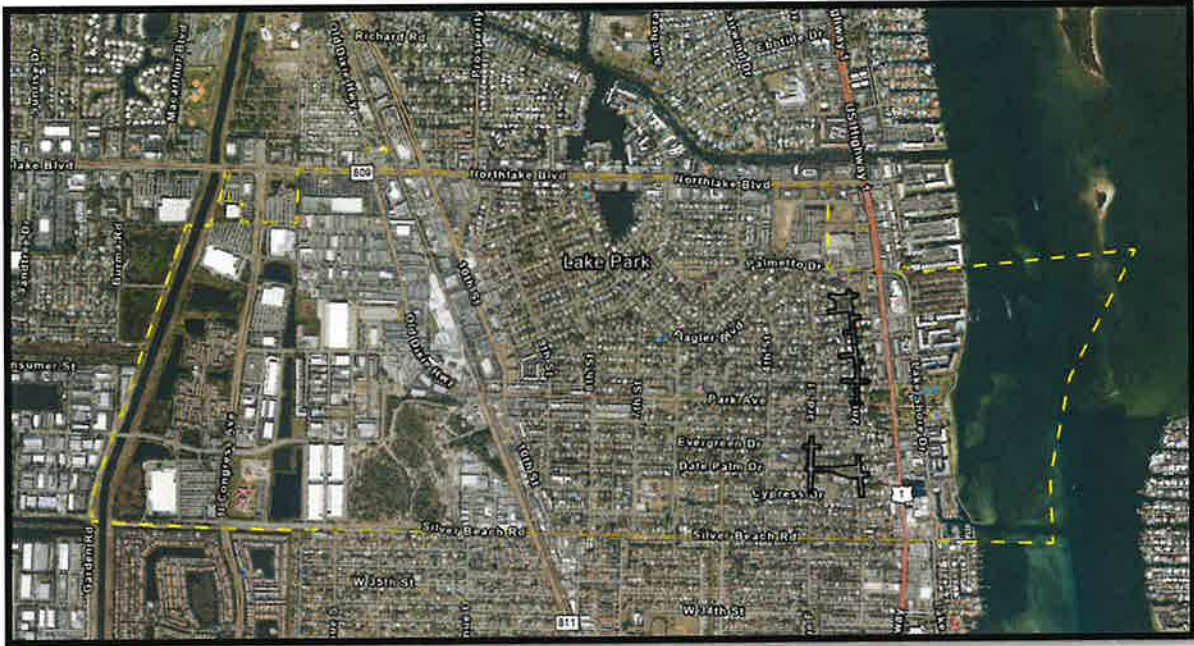


Figure 1 - Project Location Map, Lake Park, FL

**PART 1 BACKGROUND**

Within the Town of Lake Park, FL, the 2<sup>nd</sup> Street corridor between Date Palm Drive and E Kalmia Drive is known to lack drainage infrastructure and has historically been vulnerable to flooding during storm events. In 2024, a pilot project was completed on 2<sup>nd</sup> Street, between Evergreen Dr and Foresteria Dr, which provided new stormwater facilities with green infrastructure. As a continuation of the successful pilot project (Phase I), WRMA intends to provide the Town with engineered design plans for the following (Phase II):

- Installation of new stormsewer infrastructure within the remaining 2<sup>nd</sup> Street corridor right-of-way, to provide drainage infrastructure as well as new proposed sub-surficial storage facilities.
- Installation of green infrastructure including bioswales and sub-surficial stormwater chambers at select locations within the right-of-way
- Comprehensive site improvements including grading, street resurfacing, sidewalk improvements, landscaping, recreational park retrofits

The following scope of services are proposed for preparation and permitting of the stormwater improvement construction documents.



## PART 2 SCOPE OF SERVICES

### Task 1.0 – Project Administration and Meetings

#### ➔ 1.1 Progress Meetings

The WRMA project manager will schedule and attend meetings with the Town project manager as project milestones are achieved (60/90/100% completion), or as necessary for coordination of the Project tasks herein. The progress meetings shall be virtual unless otherwise noted via correspondence. Select additional staff from WRMA, its subconsultants, and the Town may be required to attend the meetings based on the needs of the Project.

#### ➔ 1.2 Permit Agency Meetings

WRMA will coordinate with permitting agencies (SFWMD) as necessary to conduct meetings between the Town, WRMA, and applicable agencies to discuss permit related issues.

### Task 2.0 – Discovery and Records Research

#### ➔ 2.1 Collection of Utility As-Built Data

WRMA shall communicate with the Town and utilities as necessary to obtain as-built information for existing utilities in project area (2<sup>nd</sup> Street corridor). As-Built information will be analyzed during the preliminary engineering design phase to locate potential utility conflicts during the siting of proposed stormwater infrastructure.

#### ➔ 2.2 Coordination of Topographic Survey and Utility Exploration

WRMA shall coordinate with the designated project surveyor to deploy and collect all pertinent field topographic, tree and boundary data in relation to above ground surface features, curbing, roadways, sidewalks, and surficial utilities.

The licensed professional surveyor of record for this project shall deploy and perform a topographic and tree survey of the project limits as defined by the WRMA. The survey shall depict property and/or Right-of-Way boundaries with respect to the project location. The surveyor shall establish horizontal and vertical control on the project area referenced to NAD83 State Plane, and NAVD 88. All survey control shall be shown on the project survey deliverable.

Collection of field survey data will be necessary to create an accurate topographic and utilities basemap of the existing conditions within the project limits, to provide information for detailed design engineering and for identifying the need for potential utility relocations or identifying temporary service disruptions during construction.

The surveyor shall conduct a Subsurface Utility Engineering (SUE) survey of the site. The following SUE Scope of Services Applies to the project area:

#### ASCE Quality Level B - Utility Designation

- Surveyor to provide an ASCE 38-02 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities within the vicinity of the 2<sup>nd</sup> Street project area.



- This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities.
- The surveyor shall provide survey and location of utility designates using network corrected GNSS surveying methods tied to project control.

### ➔ 2.3 Coordination of Geotechnical Investigations

WRMA shall coordinate with the designated Geotechnical Consultant to determine the characteristics of the native/existing soils and potential exfiltration rates of the proposed subsurface stormwater facilities.

The Geotechnical Consultant shall mobilize drilling equipment and drilling crews to the project site to perform field drilling, collect samples, and perform field tests, to include the following:

- Four (4) SPT borings to a depth of 10 feet below existing grade
- Two (2) corrosion series tests from two of the above SPT borings, at 2- to 4-foot depth
- Four (4) borehole permeability tests
- Fifteen (15) roadway pavement cores to the bottom of the compacted base rock layer

WRMA will coordinate with the Geotechnical Engineer on locations of all borings and testing to be collected. Findings of the geotechnical investigation shall be provided to WRMA in a summary Geotechnical Engineering Report signed and sealed by a Florida Professional Engineer.

#### Summary of Task 2.0 Deliverables:

- 1) Copies of Topographic and Utility Surveys
- 2) Copy of Geotechnical Report

### Task 3.0 – Engineering Design Services

#### ➔ 3.1 Hydrologic & Hydraulic Modeling

The objective of the hydrologic & hydraulic modeling activity is to determine the hydrologic response of the catchment area, the volume of excess stormwater runoff, and the extents of surficial flooding based on proposed conditions. This shall facilitate the sizing and placement of the GI swales and sub-surficial storage system within the Town's Right of Way. More specifically, the modeling will support the following:

- Validation of conceptual stormwater layout (GI, inlets, chambers, pipelines)
- Determination of exfiltration rates
- Determination of detention system controls
- Determination of adjacent drainage basin overflows
- Optimization of hydraulic grade line
- Calculation of flood stage/volume reduction
- Permit documentation



### ➔ 3.2 Engineering Design (60% to 90%)

This task shall advance the preliminary (60%) design plans. Design comments from the previous 60% Design Plan Set submittal will be addressed. WRMA will then review the results of the hydrologic & hydrologic modeling and following the above revisions WRMA shall prepare the finalized horizontal and vertical layout of all proposed site and drainage infrastructure, considering existing utility clearances. WRMA shall communicate and coordinate with existing utility providers to resolve potential utility conflicts with the proposed facilities.

Using the finalized layout, WRMA shall update the quantity takeoffs and provide the Town with an updated construction cost estimate (Engineer's 90% Opinion of Probable Cost).

### ➔ 3.3 Landscape Architectural Design

The designated landscape architect shall develop final landscape plans for the project site. Plans will identify the quantity, quality, species, spacing, and specifications of all proposed plant materials. The landscape architect shall develop final planting plans for the proposed Bioswales. Bioswale plans will identify the proposed location of all transitional and aquatic plant materials. Bioswale plans will include tabular data and general notes in accordance with industry standards. The Bioswale plans will also identify any existing trees or palms that may require relocation from within the Bioswale planting areas. Bioswale plans will be coordinated with the project Civil Engineering plans prepared by WRMA. For Lottie May Park and Kalmia Drive Park, irrigation system design restoration services shall be provided to restore the publicly owned irrigation systems for these public parks.

### ➔ 3.4 Final Engineering (90% to 100%)

This task shall advance the pre-final (90%) design plan into a 100% bid-ready (signed & sealed) package. Design comments from the previous 90% Design Plan Set submittal will first be addressed. WRMA will proceed to compile all relevant design details and technical specifications using the Town's standard specifications and applicable third-party product specifications (e.g., StormTech Chamber System). The Final 100% complete plans shall include a detailed planting and restoration plan for post-construction restoration including sod, trees and plantings per the Town's landscaping and Right-of-Way requirements.

With the 100% final design plan, WRMA shall update the quantity takeoffs and provide the Town with an updated construction cost estimate (Engineer's Final Opinion of Probable Cost).

#### Summary of Task 3.0 Deliverables:

- 1) 60% Design Plan Set with EOPC
- 2) 90% Design Plan Set with EOPC
- 3) 100% Design Plan Set with EOPC (Signed & Sealed)

#### Task 4.0 Permitting

##### ➔ 4.1 SFWMD General Permit Application

WRMA shall schedule a Pre-Application Meeting with the South Florida Water Management District (SFWMD) at the Project's initiation to address any concerns and/or requirements of the design phase that may impact project construction implementation.



Following the submittal of the 60% Design Plan Set to the Town, WRMA shall prepare an online Environmental Resource Permit (ERP) application for the project, with associated mapping exhibits and H&H model documentation.

WRMA shall respond to any requests for additional information (RAIs), and coordinate with the Town on any significant permit-related issues.

The Town shall be responsible for payment of any project related permit application or processing fees for the SFWMD and/or other regulatory agency permits as needed for the construction of the Project.

A Permit Approvals package will be submitted to the Town upon acquisition of all necessary permits.

**Task 5.0 Pre-Construction Services**

**➔ 5.1 Provide Support for RFIs During Bidding**

WRMA shall provide responses to contractor RFIs during the Town’s formal contractor procurement process.

**➔ 5.2 Attend Pre-Bid Conference and Provide Addenda**

WRMA shall attend the Town’s Pre-Bid Conference, and prepare written addenda as needed during the contractor procurement process.

**➔ 5.3 Review Bids and Provide Recommendation of Award**

WRMA shall provide a written recommendation of award following review of submitted contractor bid responses during the contractor procurement process.

**Summary of Task 5.0 Deliverables:**

- 1) RFI Responses as needed or directed by Town
- 2) Written Addenda as directed by Town
- 3) Written Recommendation of Award

**Task 6.0 Public Outreach**

**➔ 6.1 Public Outreach Meetings and Public Presentation**

WRMA shall provide the Town with a list of stakeholders within or in proximity to the limits of construction.

WRMA will attend up to two (2) public meetings to be organized by the Town and held at Town facilities. These meetings will be intended to inform stakeholders about the Project, and to gather feedback from the community regarding ongoing flooding and drainage issues.

In coordination with the Town, WRMA shall prepare an agenda and visual exhibits for use at the public meetings.



### Summary of Task 6.0 Deliverables:

- 1) List of stakeholders
- 2) Presentation materials and meeting minutes for the public meetings

### Task 7.0– Additional Services Contingency

#### ➔ 7.1 Additional Professional Services and Utility Testholing

A dedicated budget for additional services required to complete the Project work is provided. The budget for this task will be utilized on an as-needed basis commencing upon issuance of a Notice to Proceed. Additional services may include but are not limited to:

- Sub-surface utility test holes where existing record information is incomplete or conflicting.
- Additional engineering design services for additional services if requested

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### END OF SCOPE OF SERVICES

### EXCLUSIONS

The Scope of Services excludes work not mentioned above, including, but not limited to the following:

- a) Water Quality Monitoring Station Design or Installation
- b) Scanning of Historical Hard Copy or Original As-built or Record Drawings
- c) Construction Management Services, Testing Services and Regular (or daily) Inspection Services
- d) Biological/ecological Evaluations
- e) Wetland Delineations
- f) Assessment of threatened or Endangered Species
- g) Seagrass or Benthic Zone Assessments
- h) Water Sampling and Testing
- i) Contamination Assessments
- j) Easement/Property Acquisition or Appraisal Services
- k) Traffic Studies

### **PART 3 OWNER RESPONSIBILITIES**

The Town of Lake Park grants WRMA access to enter Town-owned and/or -maintained properties and buried stormwater assets for the purpose of conducting field verifications, condition assessments and/or inspections in relation to the activities described in the scope of services indicated herein. The Town of Lake Park grants WRMA access to digital data including but not limited to GIS data, as-built records, easements of record, CADD files, models, internal reports, inspection reports and other relevant data for the purposes of executing the scope of services.



**PART 4 PERIODS OF SERVICE**

Based on the Notice to Proceed (NTP) to Final Completion of Services. WRMA shall complete the scope of services within the specified grant deadlines.

| <b>Task ID</b>                                 | <b>Anticipated Completion</b> |
|--|-------------------------------|
| Task 1.0 – Project Administration and Meetings | N/A                           |
| Task 2.0 – Discovery and Records Research      | 90 days from NTP              |
| Task 3.0 – Engineering Design Services         | 180 days from NTP             |
| Task 4.0 – Permitting                          | 180 days from NTP             |
| Task 5.0 – Pre-Construction Services           | TBD                           |
| Task 6.0 – Public Outreach                     | TBD                           |
| Task 7.0 – Additional Services Contingency     | N/A                           |

**PART 5 FEES**

The proposed Not-to-Exceed Fee for this project is **\$ 297,938.00**. This fee includes all direct labor, reimbursable expenses, and subconsultant fees necessary to complete the work.

Note that monthly progress billings are not tied to deliverables. Some tasks may require multiple billing periods prior to provision of 100% complete deliverables. Progress billings will be allowed prior to the submission of completed deliverables.

A task-by-task breakdown of all fees is provided.



TOWN OF LAKE PARK, FL  
2nd Street Green Infrastructure and Stormwater Improvements (Phase 2)  
Proposed Fee Schedule

March 2026

| TASK ITEM AND DESCRIPTION                                      | Hourly Budget                     |                    |                |             | Total Hours | Direct Labor Fee     | Reimbursable Direct Expenses | Subconsultant Fees  | Contingencies       | SubTask Fees         | Subtotal Fees        |
|--|-----------------------------------|--------------------|----------------|-------------|-------------|----------------------|------------------------------|---------------------|---------------------|----------------------|----------------------|
|  | Senior Project Manager / Engineer | Associate Engineer | Staff Engineer | Engineer    |             |                      |                              |                     |                     |                      |                      |
|  | \$175.00/hr                       | \$165.00/hr        | \$140.00/hr    | \$110.00/hr |             |                      |                              |                     |                     |                      |                      |
| <b>Task 1.0 - Project Administration and Meetings</b>          |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 3,400.00          |
| 1.1 Progress Meetings  | 8                                 | 8                  |                |             | 16          | \$ 2,720.00          |                              |                     |                     | \$ 2,720.00          |                      |
| 1.2 Permit Agency Meetings                                     | 2                                 | 2                  |                |             | 4           | \$ 680.00            |                              |                     |                     | \$ 680.00            |                      |
| <b>Task 2.0 - Discovery and Records Research</b>               |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 47,630.00         |
| 2.1 Collection of Utility As-Built Data                        |                                   | 16                 |                |             | 16          | \$ 2,640.00          |                              |                     |                     | \$ 2,640.00          |                      |
| 2.2 Coordination of Topographic Survey and Utility Exploration |                                   | 4                  |                |             | 4           | \$ 660.00            | \$ 25,000.00                 |                     |                     | \$ 25,660.00         |                      |
| 2.3 Coordination of Geotechnical Investigations                |                                   | 2                  |                |             | 2           | \$ 330.00            | \$ 19,000.00                 |                     |                     | \$ 19,330.00         |                      |
| <b>Task 3.0 - Engineering Design Services</b>                  |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 170,070.00        |
| 3.1 Hydrologic & Hydraulic Modeling                            | 40                                | 40                 | 80             |             | 160         | \$ 24,800.00         |                              |                     |                     | \$ 24,800.00         |                      |
| 3.2 Engineering Design (60% to 90%)                            | 80                                | 310                | 100            | 40          | 530         | \$ 83,550.00         |                              |                     |                     | \$ 83,550.00         |                      |
| 3.3 Landscape Architectural Design                             | 4                                 | 8                  |                |             | 12          | \$ 2,020.00          | \$ 17,300.00                 |                     |                     | \$ 19,320.00         |                      |
| 3.4 Final Engineering (90% to 100%)                            | 40                                | 120                | 80             | 40          | 280         | \$ 42,400.00         |                              |                     |                     | \$ 42,400.00         |                      |
| <b>Task 4.0 - Permitting</b>                                   |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 17,210.00         |
| 4.1 SFWMD General Permit Application                           | 40                                | 40                 | 24             |             | 104         | \$ 16,960.00         | \$ 250.00                    |                     |                     | \$ 17,210.00         |                      |
| <b>Task 5.0 - Pre-Construction Services</b>                    |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 14,800.00         |
| 5.1 Provide Support for RFIs During Bidding                    | 16                                | 16                 |                |             | 32          | \$ 5,440.00          |                              |                     |                     | \$ 5,440.00          |                      |
| 5.2 Attend Pre-Bid Conference and Provide Addenda              | 8                                 | 40                 |                |             | 48          | \$ 8,000.00          |                              |                     |                     | \$ 8,000.00          |                      |
| 5.3 Review Bids and Provide Recommendation of Award            | 4                                 | 4                  |                |             | 8           | \$ 1,360.00          |                              |                     |                     | \$ 1,360.00          |                      |
| <b>Task 6.0 - Public Outreach</b>                              |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 8,775.00          |
| 6.1 Public Outreach Meetings and Public Presentation           | 24                                | 27                 |                |             | 51          | \$ 8,655.00          | \$ 120.00                    |                     |                     | \$ 8,775.00          |                      |
| <b>Task 7.0 - Additional Services Contingency</b>              |                                   |                    |                |             |             |                      |                              |                     |                     |                      | \$ 36,053.00         |
| 7.1 Additional Professional Services and Utility Testholing    |                                   |                    |                |             | 0           | \$ -                 |                              |                     | \$ 36,053.00        | \$ 36,053.00         |                      |
| <b>TOTAL FEES NOT TO EXCEED</b>                                |                                   |                    |                |             |             | <b>\$ 200,215.00</b> | <b>\$ 370.00</b>             | <b>\$ 61,300.00</b> | <b>\$ 36,053.00</b> | <b>\$ 297,938.00</b> | <b>\$ 297,938.00</b> |

**Proposal Agreement for Professional Engineering & Design Services  
between the Town of Lake Park and Water Resource Management Services for  
2<sup>nd</sup> Street Green Infrastructure and Stormwater Improvements (Phase 2) in amount of \$297,938.00**

**TOWN OF LAKE PARK**

**ATTEST:**  
By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Roger Michaud, Mayor

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

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



**WATER RESOURCES MANAGEMENT ASSOICATES, INC.**  
250 Tequesta Drive  
Suite #302  
Tequesta, Florida 33469

By: \_\_\_\_\_  
Raul Mercado, WRMA

Its: President  
Title

Raul M. Mercado, P.E.  
Written Name

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

**RESOLUTION 107-12-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WATER RESOURCES MANAGEMENT ASSOCIATES, INC., FOR CONTINUING PROFESSIONAL STORMWATER ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with private corporations or other persons for continuing professional services, pursuant to Section 287.055, Florida Statutes; and

**WHEREAS**, in the course of providing service to its residents, the Town requires the services of a professional Stormwater Engineering consultant, on an as-needed basis; and

**WHEREAS**, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town issued a Request for Proposals (RFP) to solicit professional consulting firms to provide continuing Stormwater Engineering services; and

**WHEREAS**, in its RFP, the Town established eleven separate professional work categories; and

**WHEREAS**, on November 9, 2023, a Town Evaluation Committee ranked the seventeen responses for each of the eleven work categories, and Water Resources Management Associates, Inc., was a top ranked firm for Category B; and

**WHEREAS**, in its response to the RFP, Water Resources Management Associates, Inc. represented to the TOWN that it is qualified and able to provide the services described in Category B; and

**WHEREAS**, the parties have agreed to a three-year agreement with Water Resources Management Associates, Inc. for services to the TOWN, with the option to extend the agreement for two additional two-year terms by mutual consent; and

**WHEREAS**, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into an agreement with Water Resources Management Associates, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The TOWN Commission hereby authorizes and directs the Mayor to execute an agreement with Water Resources Management Associates, Inc. to provide Continuing Professional Stormwater Engineering Services on an as-needed basis, a copy of which is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

|                                 | AYE           | NAY      |
|---------------------------------|---------------|----------|
| MAYOR ROGER D. MICHAUD          | <u>/</u>      | <u>—</u> |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u>      | <u>—</u> |
| COMMISSIONER JOHN LINDEN        | <u>/</u>      | <u>—</u> |
| COMMISSIONER MARY BETH TAYLOR   | <u>Absent</u> | <u>—</u> |
| COMMISSIONER JUDITH E. THOMAS   | <u>/</u>      | <u>—</u> |

The Town Commission thereupon declared the foregoing Resolution 107-12-23 duly passed and adopted this 20 day of December, 2023.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]  
ROGER D. MICHAUD  
MAYOR

ATTEST:

[Signature]  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]  
THOMAS J. BAIRD  
TOWN ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONTINUING SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)** is made and entered into this twentieth (20<sup>th</sup>) day of December 2023, by and between the Town of Lake Park, a municipal corporation of the state of Florida, 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and Water Resources Management Associates, Inc., 250 Tequesta Drive, Tequesta, Florida, 33469 (the "Consultant"), (collectively the Parties).

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into agreements for certain continuing professional services, including those regulated by Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act (CCNA); and

**WHEREAS**, the Town issued a Request for Qualifications (RFQ) to solicit from certain professional consulting firm's proposals to provide continuing professional services, including those regulated by CCNA; and

**WHEREAS**, the Town established eleven professional work categories and on October 24, 2023, received seventeen responses to its RFQ; and

**WHEREAS**, on November 9, 2023, a Town Evaluation Committee ranked the seventeen responses for each of the eleven work categories, and Consultant was a top ranked firm for Category B (Storm Water Engineering), and

**WHEREAS**, in its response to the RFQ, Consultant represented to the Town that it is qualified and able to provide the services described in Category B; and

**WHEREAS**, the parties have agreed to a three-year agreement, with an option to extend the agreement for two additional two-year terms by mutual consent; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into this Agreement with Consultant.

NOW THEREFORE, the Town and the Consultant in consideration of the benefits flowing from each to the other do hereby agree as follows:

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the

benefits flowing from each to the other do hereby agree as follows:

## **1. SCOPE OF WORK, WORK ORDERS, SERVICES AND PERFORMANCE:**

- 1.1 The Consultant shall, to the satisfaction of the Town, fully and timely provide the professional services for the following disciplines: Storm Water Engineering services.  
The specific scope of services for assigned projects shall be detailed in individual Work Orders. The Work Orders may provide for compensation in a lump sum, hourly rate, time and material, or a combination thereof as described below in "3, Consideration." The Town specifically reserves the right to determine whether any specific task requested by the Town is within the scope of work to be provided by the Consultant. Consultant understands and acknowledges that this Agreement does not obligate the Town to provide Consultant with a minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Order is subject to the Town Commission budgeting and appropriating funds for the work.
- 1.2 Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to any work assigned pursuant to a Work Order, the revisions or changes to the Work Order shall be the subject of a written, approved amendment to the Work Order.
- 1.3 In the performance of professional services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant shall use due care in performing its services and shall have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

## **2. TERM**

- 2.1 The term of this Agreement is for three (3) years. Upon the mutual agreement of the Town and the Consultant, and the execution of an amendment to the Agreement, it may be renewed at the end of the initial three (3) year term for two additional two (2) year terms commencing on the anniversary date of this Agreement.

### **3. CONSIDERATION**

- 3.1 As consideration for providing the services set forth in this Agreement for any Work Orders, the Town shall pay the Consultant a mutually agreed upon lump sum dollar amount.

The lump sum dollar amount for each Work Order shall be the exclusive basis for the Consultant's compensation for the specific Work Order, including all of the Consultant's fees and costs.

- 3.2 Consultant agrees that it shall pay its personnel based upon the hourly rates, attached hereto as "Exhibit C." The hourly rates paid to its personnel shall remain in effect for a period of one (1) year from the date of execution of the Agreement. At the end of the initial one (1) year period and each following one (1) year period, the contractor, shall have opportunity to resubmit their hourly rates schedule for Town review, acceptance and possible agreement amendment to establish new rates.

- 3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by an authorized signature of Consultant serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The Consultant agrees that the Town may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town may make any such adjustment within the term of this Agreement.

### **4. EQUAL OPPORTUNITY/MBE PARTICIPATION**

- 4.1 The Consultant hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The Consultant shall take all measures necessary to effectuate these assurances.

- 4.2 The Consultant acknowledges that the Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. Accordingly, the Consultant shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

### **5. NON-EXCLUSIVITY**

The award of this Agreement shall not impose any obligation on the Town to utilize the Consultant for all work within its profession for, which the Town may requires said professional services during the term of the Agreement.

The Town specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the Town's best interest.

## 6. INVOICING AND PAYMENT

- 6.1 The Consultant's invoices shall reference **RFP #113-2023** and shall be emailed or mailed to the following address:

Finance Department  
Town of Lake Park  
Attn: Account Payable  
535 Park Avenue  
Lake Park, Florida 33403  
[accountpayable@lakeparkflorida.gov](mailto:accountpayable@lakeparkflorida.gov)

- 6.2 Bills for fees or other compensation for services or expenses shall be submitted to the Town in detail sufficient for a proper review and determination that the requested compensation corresponds with the completed and billed work. All bills for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 6.3 The bills for any travel expenses shall only be payable on a reimbursement basis, when authorized by the Town. The consultant shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.
- 6.4 Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Town at all times during the term of this Agreement and for three years after final payment for any of the work-orders have been made. Copies of these records shall be promptly furnished to the Town upon written request.
- 6.5 Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and any approved Sub-consultants performing work pursuant to a work order, and all other records of Consultant and approved Sub-consultants considered necessary by the Town for a proper audit of project costs.
- 6.6 The Town shall pay the full amount of the invoice within thirty (30) days of receipt, upon acceptance of the work by the Town's assigned project manager.

## **7. INDEMNIFICATION AND INSURANCE**

7.1 For One Hundred Dollars and No Cents (\$100.00) consideration, the sufficiency of which is hereby acknowledged, payable as part of and included in the first payment hereunder, the Consultant shall defend, indemnify, save, and hold the Town, its elected and appointed officials, agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the Consultant, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. The Consultant further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

7.2 The Consultant shall procure and maintain, through the term of this Agreement, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D" and made a part of this Agreement. The insurance limits and coverage conditions identified require first dollar coverage except for Auto Property Damage. All deductibles will require prior written approval by the Town. The Town shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the Consultant.

The Consultant shall provide the Town certificates of insurance as proof of insurance prior to the commencement of any performance by the Consultant. The Consultant shall notify the Town at least thirty (30) days prior to cancellation or modification of any insurance policy required under this Agreement. The failure to provide the Town with proof of insurance, or the cancellation of any insurance policy during the term of this Agreement shall be cause for the Town's termination of the Agreement. IN the event any insurance policy required by this Agreement shall lapse, be cancelled or terminated, Consultant shall immediately provide the Town with a certificate of insurance for a new policy.

## **8. TERMINATION/REMEDIES**

8.1 If the Town fails to fulfill its obligations under this Agreement, the Consultant shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Consultant shall provide the Town with written notice of the Town's failure to comply with its obligations. The Town shall

then have ten (10) calendar days from receipt of notice to correct the noticed deficiency. If the Town fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) daytime period.

8.2 The Town may terminate this Agreement in whole, or for the performance of any work orders issued under this Agreement whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Consultant of a written notice specifying the work order under the Agreement being terminated, or that the Agreement in whole is terminated, and the date upon which such termination becomes effective. In the event of termination, the Town shall compensate the Consultant for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to the Consultant where any work has not been performed to the satisfaction of the Town.

- 8.3 The Town reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Town, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the Town. The Town reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The Town further reserves the right to suspend the qualifications of the Consultant to do business with the Town upon any such conviction.

## **9. ATTORNEY FEES**

If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee.

## **10. STANDARDS OF COMPLIANCE**

- 10.1 The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Town undertakes no duty to ensure such compliance, but will attempt to advise the Consultant, upon request, as to any such laws of which it has present knowledge.

- 102 The Consultant, by its execution of this Agreement, acknowledges and attests that, neither the employees of Consultant nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the Town, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Consultant further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall be relieved of its obligation's hereunder to compensate the Consultant for any work or materials furnished.
- 10.3 The Consultant shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payments the Consultant is obligated to make to suppliers for taxes on materials it uses to fulfill its contractual obligations with the Town. The Consultant shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes it is obligated to pay as a result of this Agreement.
- 10.4 Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Further the Consultant warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 10.5 All final plans, documents, reports, studies and other data prepared by the Consultant shall, if applicable, bear the professional's seal and/or signature, in accordance with applicable Florida Statutes, or administrative rules promulgated by the Department of Business and Professional Regulation.
- 10.6 In the event that a work order is issued for a project which is funded or partially funded by a grant from the Federal Government, the Consultant agrees to comply with the provisions contained in Exhibit G, Terms for Federal Aid Contracts.
- 10.7 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of

this Contract and in furtherance thereof may demand and obtain records and testimony from the Consultant and its Sub-consultants. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its Sub-consultants to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the Town to be material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Consultant acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

## **11. RELATIONSHIP BETWEEN THE PARTIES**

- 11.1 The Consultant is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant is free to provide similar services for others.
- 11.2 The Consultant shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.
- 11.3 The Consultant shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **12. RECORDS RETENTION/OWNERSHIP/AUDIT**

- 12.1 The Consultant shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public

records and transfer, at no cost, to the Town all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

- 12.2 The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or its designated agent.
- 12.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its normal course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

### **13. CONFLICTS**

The Town recognizes and acknowledges that the Consultant is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the Town recognizes and acknowledges that the Consultant may presently, or may in the future, represent clients who are or may be doing business in or with the Town. The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the Consultant's representation of the other client.

### **14. GENERAL PROVISIONS**

- 14.1 Notwithstanding any provisions of this Agreement to the contrary, the

parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the Town shall have the option of terminating this Agreement or electing to allow the Agreement to remain in effect. This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by the Consultant is specifically required during the occurrence of any of the events herein mentioned.

- 14.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 14.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 14.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 14.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 14.6 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain

operable, enforceable and in full force and effect to the extent permitted by law.

- 14.7 This Agreement may be amended, extended, or renewed in accordance with the terms contained herein, and only with the written approval of the parties.
- 14.8 This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this Agreement. The Consultant recognizes that any representations, statements, or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

## **15. PUBLIC RECORDS**

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 15.1 Keep and maintain public records required by the Town to perform the service.
- 15.2 Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 15.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- 15.4 Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it

is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

15.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

**16. SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

By: *Viv Mendez*  
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK  
By: *Roger Michaud*  
Roger Michaud, Mayor

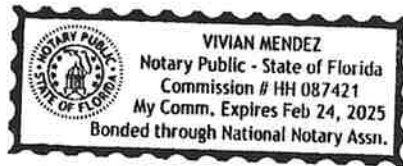


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: *Thomas J. Baird*  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 21 day of December 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



*Viv Mendez*  
Notary Public, State of Florida

CONSULTANT  
Water Resources Management Associates, Inc.  
By: *Raul M. Mercado*  
Its: President  
RAUL M. MERCADO  
Printed

## EXHIBIT A

### STATEMENT OF WORK

#### I. Introduction:

- a. Pursuant to Florida Statutes, Chapter 287.055 (Consultants' Competitive Negotiations Act) and Lake Park Town Code, Section 2-247(g), Competitive Sealed Solicitation Process, the Town of Lake Park, Florida, seeks to identify firms with substantial experience and capabilities to perform consulting services on an open end (continuing services) basis.
- b. The Town shall endeavor to award a non-exclusive contract to a maximum of three (3) firms in most professional services categories listed herein. The term of said contract shall be three (3) years, with the option to extend the contract for two additional two (2) year terms by mutual agreement. The selected firm(s) shall support the TOWN's staff with the implementation of the TOWN's Comprehensive Plan and Community Investment Program (CIP) for FY 2024-2027. In addition, the selected firms(s) shall provide professional continuing services in the fields of architecture, engineering (various types), landscape architecture, surveying and mapping, planning and other support services as outlined in the Statement of Work (Exhibit A) and as required by the TOWN.

#### II. Scope of Services:

- c. The services sought by the Town may include, whether in part or in whole, but not limited to: engineering, architecture, landscape architecture, right of way engineering, construction engineering and inspection (CEI), civil engineering, structural engineering, environmental engineering, surveying, mechanical and electrical engineering, preparation of plans and specifications, plan reviews, construction management, project management, contract administration, or planning services requiring the utilization of a professional engineer or architect. A firm performing design services for Town projects shall not be permitted to perform construction engineering and inspection (CEI) services for the same project.
- d. Respondents shall submit their qualifications and shall include sufficient information in their proposals to clearly describe their ability to provide the Town support in the following professional disciplines and areas of work:
  - General Civil Engineering and Roadway Design
  - Stormwater Engineering
  - Transportation Consulting (i.e., Traffic Engineering)
  - Engineering and planning studies/investigations, preparation of plans and specifications, provide bidding assistance, inspection, and administration of

construction, permitting of TOWN roads, bridges and other horizontal control work as required in the implementation of the approved capital program.


- Architectural, **preferably with experience in historic preservation work**
- Electrical, Supervisory Control and Data Acquisition (SCADA), and geographical information systems (GIS)
- Environmental Planning and Studies
- Irrigation Design
- Landscape Architectural
- Land Surveying and Mapping
- Mechanical
- Urban Planning (**AICP Certification preferred**)

**Should a Respondent choose to provide multi-disciplinary support by contracting with Sub-consultants, the Respondent is responsible for submitting any and all agreements it has with a Sub-consultant that clearly illustrates the services to be performed by the Sub-consultant and demonstrates that they are capable of providing the necessary responsiveness, quality control, staff experience/qualifications, and any other services as represented in the Respondent's proposal. The Town's selection of Respondents will be based, in part, on the qualifications and capabilities of their defined sub-consultants, which acts as a substantial inducement and material consideration in the selection. Respondents shall not substitute a sub-consultant during the process, or after award without the prior written approval of the Town. The above-listed disciplines and specialties shall be available from a Respondent's employees or by any approved sub-consultants.**

- e. Perform engineering and planning studies/investigations, preparation of plans and specifications, provide bidding assistance, inspection, and administration of construction, permitting of TOWN roads, bridges and other horizontal control work as required in the implementation of the approved capital program.
  - f. Perform electronic planning/engineering analysis, traffic studies, etc. as required in support of the TOWN's development review and approval process.
- III. Exclusions: The scope of services will normally exclude design and general multi-disciplinary professional services in support of the Town of Lake Park's potable water treatment, storage and distribution system. The TOWN may include these professional services in this contract if urgency or circumstance deems it to be in the TOWN's best interest.
- IV. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement.

- V. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for each amendment. The deliverables shall be submitted on or before the date provided in the schedule.

**ACKNOWLEDGEMENT OF SCOPE OF WORK:**

  
\_\_\_\_\_  
Signature

Raul M. Mercado  
\_\_\_\_\_  
Written Name

PRESIDENT  
\_\_\_\_\_  
Title

12-01-2023  
\_\_\_\_\_  
Date

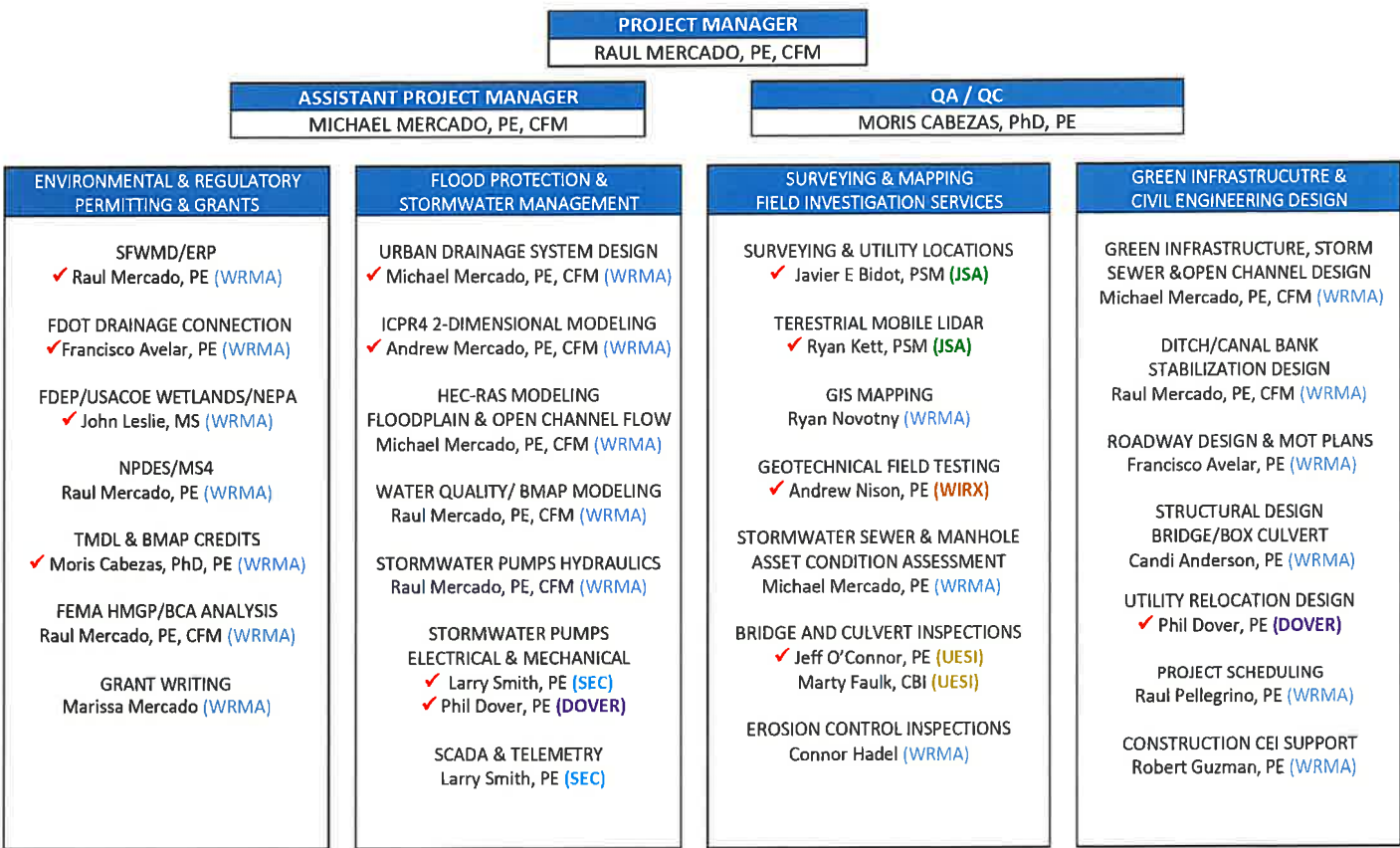
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**EXHIBIT B**

**PROPOSER'S ORGANIZATION CHART**

## EXHIBIT B | ORGANIZATIONAL CHART

RFP No. 113-2023 CONTINUING SERVICES - ARCHITECTURE, ENGINEERING (VARIOUS TYPES), LANDSCAPE ARCHITECTURE, SURVEY & MAPPING, PLANNING AND OTHER RELATED SERVICES



## **EXHIBIT C**

### **BASIS FOR COMPENSATION RATES AND SCHEDULES**

The TOWN shall pay to the CONSULTANT for providing and performing the professional engineering and architectural services set forth in each approved work order as follows:

The basis of compensation shall be Direct labor cost times a Multiplier of 2.56. Reimbursement for subcontractors will be billed at cost times 1.075. All non-project related clerical and CADD costs are considered to be included in the overhead. In addition to compensation for labor, the TOWN agrees to reimburse the CONSULTANT for direct work order expenses as follows:

Expenses not included in the multiplier above will be estimated for each work order and submitted for reimbursement with the appropriate supporting documentation to reflect that the expense was incurred in support of the work order, or a fixed price reimbursement cost negotiated for each work order based on a detailed estimated breakdown of reimbursable expenses. A fixed percentage of direct labor cost shall not be used.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order.

### **FREQUENCY OF BILLING**

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the Contract AGREEMENT.

### **SUPPLEMENTAL RECORDS**

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditures.

**EXHIBIT C**  
**(continued)**

**DIRECT LABOR RATES FOR ALL EMPLOYEES EXPECTED TO WORK ON THIS PROJECT**  
(To Be Provided By the CONSULTANT)

| <b>Name</b>          | <b>Title</b>                           | <b>Direct Labor Rate</b> |
|----------------------|--|--------------------------|
| Raul Mercado, PE     | Senior Project Manager / Engineer (PE) | \$65.00                  |
| Michael Mercado, PE  | Project Manager / Engineer (PE)        | \$63.00                  |
| Moris Cabezas, PE    | Senior Associate Engineer (PE)         | \$55.00                  |
| Andrew Mercado, PE   | Associate Engineer (PE)                | \$48.00                  |
| Francisco Avelar, PE | Staff Engineer (PE)                    | \$40.00                  |
| TBD                  | Line Engineer (EI)                     | \$35.00                  |
| TBD                  | Engineer                               | \$30.00                  |
| Ryan Novotny         | Design Technician III                  | \$35.00                  |
| Connor Hadel         | Design Technician II                   | \$30.00                  |
| TBD                  | Design Technician I                    | \$25.00                  |
| John Leslie          | Field Representative II                | \$35.00                  |
| Roberto Guzman       | Field Representative I                 | \$28.00                  |
| Marissa Mercado      | Administrative Assistant II            | \$33.00                  |
| TBD                  | Administrative Assistant I             | \$20.00                  |
| TBD                  | Engineering Assistant                  | \$20.00                  |

## EXHIBIT D

### INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage's in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
4. **PROFESSIONAL LIABILITY: Insurance and Indemnification -** The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT's agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Lake Park shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Lake Park, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Lake Park and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT's responsibility to comply with the requirements of this section on modifications of this section. The TOWN may, at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).



**EXHIBIT E**

**SAMPLE WORK ORDER FEE BACKUP**

WORK ORDER NO. \_\_\_\_\_

**AGREEMENT PERFORMANCE**

Proposed fee and schedule for completion of major tasks under Work Order No. \_\_\_\_\_ is summarized below:

**SUMMARY OF PROPOSED FEES**

Proposed labor costs and associated expenses for basic consultant services are tabulated below and detailed in Exhibit C.

**BASIC SERVICES**

|          | <b><u>DIRECT LABOR COST</u></b><br>(Employees) |
|----------|--|
| Task 1 - | \$   |
| Task 2 - | \$   |
| Task 3 - | \$   |
| Task 4 - | \$   |
| Task 5 - | \$   |

Not to exceed (NTE) cost for labor: (\$ A Direct Labor Cost of employees x multiplier)  
\$ A

Reimbursable expenses billed in accordance with AGREEMENT: \$ B

**Total not to exceed (NTE) Cost for project: A + B**

## EXHIBIT F

## CPI ADJUSTMENT FORMULA AND SAMPLE CALCULATION

## Rate Adjustment Formula

$$\text{Rate Effective Year 3} = \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}]$$

where Rate of Change in CPI =

$$\text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right)$$

## Sample Rate Adjustment Calculations

Example 1

CPI Year 2 as of 10/1/08 = 203.5

CPI Year 3 as of 10/1/09 = 210.7

Rate Effective Year 2 = 11.35

$$\begin{aligned} \text{Rate of Change in CPI} &= \text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right) \\ &= \text{Minimum of } (3.54\%, 5.00\%) \\ &= 3.54\% \end{aligned}$$

$$\begin{aligned} \text{Rate Effective Year 3} &= \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}] \\ &= 11.35 \times [1 + 0.0354] \\ &= 11.75 \end{aligned}$$

Example 2

CPI Year 2 as of 10/1/08 = 203.5

CPI Year 3 as of 10/1/09 = 217.7

Rate Effective Year 2 = 11.35

Rate of Change in CPI =

$$\begin{aligned} &\text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right) \\ &= \text{Minimum of } (6.98\%, 5.00\%) \\ &= 5.00\% \end{aligned}$$

$$\begin{aligned}\text{Rate Effective Year 3} &= \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}] \\ &= 11.35 \times [1 + 0.05] \\ &= 11.92\end{aligned}$$

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## EXHIBIT G

### TERMS FOR FEDERAL AID AGREEMENTS

The following terms apply to all Work Orders issued by the TOWN in which it is indicated in the Work Order that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the TOWN relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this AGREEMENT shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this AGREEMENT notwithstanding.
- C. Compliance with Regulations: The CONSULTANT shall comply with the regulations of the TOWN relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- D. Nondiscrimination: The CONSULTANT, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by a CONSULTANT of the CONSULTANT's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the TOWN, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions of Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the TOWN shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to
1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or;
  2. Cancellation, termination, or suspension of the contract, in whole or in part.
  3. Disgorgement or clawback of previous payments made
- H. Incorporation or Provisions: The CONSULTANT will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the TOWN may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter

shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Minority Business Enterprises: The CONSULTANT shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.
1. "Policy: It is the policy of the TOWN that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 applies to this agreement."
  2. "MBE Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this AGREEMENT is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this AGREEMENT.
- M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the TOWN in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the TOWN. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

N. The TOWN hereby certifies that neither the CONSULTANT nor the CONSULTANT's representative has been required by the TOWN, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. Employ or retain, or agree to employ or retain, any firm or person, or
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The TOWN further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or;
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.
4. The CONSULTANT further acknowledges that this agreement will be furnished to the TOWN in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT H

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION – LOWER TIER PARTICIPANT

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to whom this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Water Resources Management Associates, Inc.

Address: 250 Tequesta Dr Ste 302

City Tequesta State: FL Zip: 33469

Signature:  Date: 12-1-2023

NON-CERTIFICATION:

Contractor Name: \_\_\_\_\_

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

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

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

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

Item 6.

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

1. Project Title (Project): Town Of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II Agreement Number: 26PLN62

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

Grantee Name: Town of Lake Park Entity Type: Local Government

Grantee Address: 535 Park Avenue  
 Lake Park, Florida 33403 FEID: 59-6000355 (Grantee)

3. Agreement Begin Date: 7/1/2025 Date of Expiration: 6/30/2028

4. Project Number: \_\_\_\_\_ Project Location(s): Palm Beach County, Florida  
 (If different from Agreement Number)

Project Description: The Town of Lake Park will complete the Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II Project to include the engineering, design, and permitting of a stormwater improvement project. The Project will extend previously completed infrastructure improvements to enhance 3,300 linear feet of public right-of-way along 2nd Street. The Project will also include public outreach and stakeholder engagement.

| 5. Total Amount of Funding:                      | Funding Source?  | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|--|--|---------------------------------------|-----------------------|
| \$297,938.00                                     | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | FY 25-26 GAA Line Item #1659          | \$ 297,938.00         |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                    |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                    |
|  | <input type="checkbox"/> Grantee Match                                     |                                       | \$                    |
| Total Amount of Funding + Grantee Match, if any: |  |                                       | \$ 297,938.00         |

6. Department's Grant Manager Name: Anthony Sabol or successor  
 Address: Resilient Florida Program  
 3900 Commonwealth Boulevard, MS230  
 Tallahassee, Florida 32399  
 Phone: 850-245-3013  
 Email: Anthony.Sabol@FloridaDEP.gov

Grantee's Grant Manager Name: John Wille or successor  
 Address: 640 Old Dixie Highway  
 Lake Park, Florida 33403  
 Phone: (561) 881-3345  
 Email: jwille@lakeparkflorida.gov

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

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

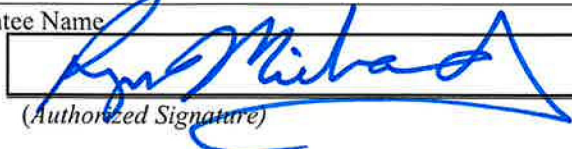
Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Cert

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 checked="" type="checkbox"/> N/A |

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

Town of Lake Park GRANTEE

|  |                            |
|--|----------------------------|
| Grantee Name   |                            |
| By <br>(Authorized Signature) | May 6, 2026<br>Date Signed |

Roger Michaud, Town Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection DEPARTMENT

|  |  |                                  |
|--|--|----------------------------------|
| By <b>Alex Reed</b><br>Secretary or Designee | Digitally signed by Alex Reed<br>Date: 2026.05.08 13:13:01 -04'00' | <b>05/08/2026</b><br>Date Signed |
|--|--|----------------------------------|

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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\_\_\_\_\_  
DEP Grant Manager,

  
\_\_\_\_\_  
DEP QC Reviewer,

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Grantee may add additional signatures below, if needed.

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**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;
  - (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; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- 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

**Attachment 1**

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients 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.

#### **Attachment 1**

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- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

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

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

## Attachment 1

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- 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.
- 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.

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 Grantee's website, if Grantee 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

#### **Attachment 1**

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - 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/subrecipient. 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/subrecipient, 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.

### **Attachment 1**

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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

### **Attachment 1**

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

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

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

- 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/subrecipient 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/subawards 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

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

### **31. Independent Contractor.**

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

### **32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

## **Attachment 1**

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

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

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, 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/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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

## **Attachment 1**

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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/subrecipients 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.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN62

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 Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

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

**3. Payment Provisions.**

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

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

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

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual/Subaward (Subcontractors/Subrecipients) |
| <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/Subawards.**

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

**12. State-owned Land.**

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

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

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

**14. Common Carrier.**

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

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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

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

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN62**

**ATTACHMENT 3**

**PROJECT TITLE:** Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II.

**PROJECT LOCATION:** The Project is located in the Town of Lake Park within Palm Beach County, Florida.

**PROJECT DESCRIPTION:**

The Town of Lake Park (Grantee) will complete the Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II Project (Project) to include the engineering, design, and permitting of a stormwater improvement project. The Project will extend previously completed infrastructure improvements to enhance 3,300 linear feet of public right-of-way along 2nd Street from the southern limit Bayberry Drive to the Northern limit at East Kalmia Drive. Green area at both Lottie May Miller Park at the south end and Blakely Park to the north will be impacted. The Project will also include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Engineering and Design**

**Description:** The Grantee will conduct the preliminary engineering and design for the nature-based improvements and mitigation strategies that reduce the impact of flooding along Second Street. The Project will enhance 3,300 linear feet of public right-of-way along the project location. Design activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies required to determine the necessary environmental permits, and other Project-related authorizations. The Grantee will identify all necessary local, state, and federal permits expected to be required for the construction of the Project.

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

- **1.1:** 60% design plans and construction cost estimate;
- **1.2:** 90% design plans and 90% Engineer's Opinion of Probable Cost for construction;
- **1.3:** Engineering Design Report summarizing the data and surveys collected and activities undertaken in Task 1;
- **1.4:** A copy of the final design signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.5:** List of all permits required for the construction of any nature-based improvements and/or green infrastructure identified in the Project.

**Task 2: Public Outreach Meetings and Stakeholder Engagement**

**Description:** The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder

engagement, and compliance with grant requirements. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

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

- **2.1:** A copy of all outreach materials developed for the Project, if different than those created for deliverable 2.2; and
- **2.2:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

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

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

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to

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the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**ADVANCE PAYMENT:** For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No.      | Task Title  | Budget Category      | DEP Amount       | Match Amount | Total Amount     | Task Start Date | Task Due Date |
|---------------|---|----------------------|------------------|--------------|------------------|-----------------|---------------|
| 1             | Engineering and Design                              | Contractual Services | \$289,162        | \$0          | \$289,162        | 7/1/2025        | 3/31/2028     |
| 2             | Public Outreach Meetings and Stakeholder Engagement | Contractual Services | \$8,776          | \$0          | \$8,776          | 7/1/2025        | 3/31/2028     |
| <b>Total:</b> |   |                      | <b>\$297,938</b> | <b>\$0</b>   | <b>\$297,938</b> |                 |               |

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

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

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

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

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

By Mail:

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

Electronically:

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

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

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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*

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

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

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

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

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

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

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |  |                                |             |  |                |                              |
|---|--|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A   | State Awarding Agency                          | State Fiscal Year <sup>1</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement  | Florida Department of Environmental Protection | FY 25.26                       | 37.098      | Resilient Florida Programs               | \$297,938.00   | 140078                       |
| State Program B   | State Awarding Agency                          | State Fiscal Year <sup>2</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
|   |  |                                |             |  |                |                              |

|             |              |  |
|-------------|--------------|--|
| Total Award | \$297,938.00 |  |
|-------------|--------------|--|

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

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

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

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

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

**ATTACHMENT 6**

**General**

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

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
 If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### Implementation Grants

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

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

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

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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

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

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

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

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

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

## Advance Payment Terms

## Exhibit E

**1. Advance Payments.**

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

**Memorandum**

**EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo**

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

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:  
**Agreement No.**  
**Begin Date:**

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

**Interest Due to DEP:** Yes  No

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

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

**Project Management Certification:**

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

\_\_\_\_\_  
DEP Grant Manager Printed Name

\_\_\_\_\_  
Advanced Funds Recipient Printed Name

\_\_\_\_\_  
DEP Grant Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Funds Recipient Signature

\_\_\_\_\_  
Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

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

**Memorandum**

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**DEP AGREEMENT NO. 26PLN62**

**TOWN OF LAKE PARK SECOND STREET GREEN INFRASTRUCTURE AND STORMWATER  
IMPROVEMENTS PHASE II**

**Town of Lake Park**

**Final Project Report**



Insert Month & Year

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

## Part I. Executive Summary

## Part II. Methodology

## Part III. Outcome

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

## Part IV. Further Recommendations

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

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 26PLN62

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

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

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

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

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

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

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

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

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

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

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

Exhibit H

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

DEP Agreement Number: 26PLN62

Project Title: Town of Lake Park Second Street Green Infrastructure and Stormwater Improvements Phase II

Grantee: Town of Lake Park

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

[Signature Line]

Grantee's Grant Manager Signature

[Print Name Line]

Print Name

[Date Line]

Date

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

**Exhibit J**

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

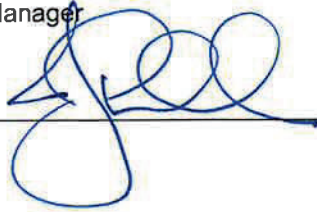
Town of Lake Park is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this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

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

Printed Name: John Wille

Title: Grant Manager

Signature:



Date: 2/24/2026



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

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**Originating Department:** Public Works

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**Agenda Title:** Resolution 55-07-26- Task Order No. 2 - Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project (Engineering and Design Services) - Water Resource Management Associates, Inc. - \$99,373

---

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

|                        |             |                           |                  |
|------------------------|-------------|---------------------------|------------------|
| <b>Cost of Item:</b>   | \$99,373.00 | <b>Funding Source:</b>    | Stormwater       |
| <b>Account Number:</b> | 402-63010   | <b>Finance Signature:</b> | Barbara A. Gould |

---

**Advertised:**

**Date:** N/A      **Newspaper:** N/A

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**Attachments:**

Resolution No. 55-07-2026

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Task Order No. 2 with WRMA, for execution

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WRMA Scope of Services Proposal, Ilex Court and 8th Street

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Current Consultants' Competitive Negotiation Act Professional Services Agreement with WRMA, for reference

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Florida Department of Environmental Protection Grant Agreement #26PLN60, for reference

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**Please initial one:**

\_\_\_\_\_ Yes, I have notified everyone.

X \_\_\_\_\_ Not applicable in this case.

### SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department is continuing the Town's long-term efforts to address stormwater infrastructure and localized flooding needs throughout the Town. As a result, staff has identified a need to proceed with the final engineering and design phase for the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project to improve drainage capacity, advance green infrastructure and reduce future flooding-related liabilities.

To ensure the proper, competitive selection and most effective and efficient delivery of professional services, staff recommends that the Commission approve a Task Order under the state of Florida’s Consultants’ Competitive Negotiation Act (CCNA - state law) with Water Resource Management Associates, Inc., a Town approved Continuing Services Contract (CSC), for engineering and design services related to the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project.

Note: The proposed professional services are expected to include final engineering and design, permitting coordination, public outreach, stakeholder engagement, bidding support and grant coordination assistance related to the proposed project.

At this time, the Town does not maintain the specialized engineering staffing necessary to perform this scope in-house. Thus, the Public Works Department recommends that the Town utilize the Town’s contracted professional engineering consultant to complete this phase of the project.

Funding to support this project (\$99,373) is available through the Florida Department of Environmental Protection Grant Agreement #26PLN60 and accepted in Resolution 36-05-26 on May 6, 2026. This funding was awarded for engineering, design, permitting, public outreach and related project development activities associated with the proposed stormwater improvements.

Note: Utilizing an existing competitively awarded professional services agreement will enable the Town to streamline the procurement process, maintain consistency with the prior conceptual design work and engage a consultant with project-specific knowledge and technical expertise. Further, using a previously approved agreement will accelerate project development, support grant compliance, and ensure adherence to local and state procurement requirements.

If approved, the proposed Task Order with Water Resource Management Associates, Inc., would be in accordance with the previously approved terms, conditions and pricing therein. The Town will not expend more than the amount within the approved budget and grant funding, as it may be adopted or amended for these professional services.

If approved, engineering design, permitting coordination and related project development activities are expected to begin as soon as practicable, with expected completion by January 2027. The project schedule will be required to be approved by the Florida Department of Environmental Protection (FDEP) and included within the Grant Agreement.

The proposed Task Order has been prepared by the Public Works Director and the Project Manager - Capital Projects and reviewed by the proposed consulting engineering firm, Water Resource Management Associates, Inc., the Finance Director and the Town Attorney.

The Town has previously worked with the proposed consultant and has provided a high-quality product and good customer service.

**RECOMMENDED MOTION:**

I move to adopt Resolution 55-07-2026, approving Task Order No. 2 with Water Resource Management Associates, Inc. for professional engineering and design services for the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project, in the amount of \$99,373.

**RESOLUTION 55-07-26**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES PROPOSAL WITH WATER RESOURCE MANAGEMENT ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES, PERMITTING, BIDDING SUPPORT, AND GRANT SOURCING ASSISTANCE FOR THE ILEX COURT AND 8TH STREET GREEN INFRASTRUCTURE AND STORMWATER IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (the "Town"), is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements for professional services pursuant to applicable law; and

**WHEREAS**, the Town requires professional engineering services on an as-needed basis to support the planning, design, permitting, and implementation of stormwater infrastructure improvements; and

**WHEREAS**, the Town previously developed a Stormwater Master Plan identifying localized flooding areas and stormwater infrastructure needs throughout the Town, including the Ilex Court and 8th Street area; and

**WHEREAS**, the Town has an ongoing program to improve its existing stormwater infrastructure system consistent with the Stormwater Master Plan; and

**WHEREAS**, Water Resource Management Associates, Inc. was selected as a continuing professional stormwater engineering consultant under the Town's Consultants' Competitive Negotiation Act professional services agreement; and

**WHEREAS**, the Town requested a professional services proposal from Water Resource Management Associates, Inc. for engineering and design services, permitting, bidding support, and grant sourcing assistance for the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project; and

**WHEREAS**, Water Resource Management Associates, Inc. submitted a professional services proposal for \$99,373.00; and

**WHEREAS**, the Town was awarded a Florida Department of Environmental Protection Grant Agreement #26PLN60 for \$99,373.00 for the Town of Lake Park Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project; and

**WHEREAS**, the proposed scope of services will assist the Town in advancing the project to construction-ready design documents and will support continued implementation of stormwater mitigation improvements along Ilex Court and 8th Street; and

**WHEREAS**, the Town Manager has determined that the approval and execution of the professional services proposal are in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The foregoing recitals are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Task Order for Professional Services with Water Resource Management Associates, Inc. for engineering and design services, permitting, bidding support, and grant sourcing assistance for the Illex Court and 8th Street Green Infrastructure and Stormwater Improvements Project, in an amount not to exceed \$99,373.00.

**Section 3.** This Resolution shall take effect immediately upon execution.



**TOWN OF LAKE PARK  
TASK ORDER NO. 2**

**Issued Under the Continuing Professional Services Agreement  
with Water Resource Management Associates, Inc.**

|                                   |  |
|-----------------------------------|--|
| <b>Project Name</b>               | Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements   |
| <b>Consultant</b>                 | Water Resource Management Associates, Inc.   |
| <b>Town Department</b>            | Public Works   |
| <b>Funding Source</b>             | Florida Department of Environmental Protection Planning Grant Agreement No. 26PLN60  |
| <b>Task Order Amount</b>          | Not to exceed \$99,373.00  |
| <b>Master Agreement</b>           | Professional Services Agreement for Continuing Services, executed December 20, 2023, pursuant to the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes |
| <b>Town Project Manager</b>       | John Wille, Capital Projects, or successor   |
| <b>Consultant Project Manager</b> | To be assigned by Water Resource Management Associates, Inc.   |

This Task Order is made and entered into by and between the Town of Lake Park, Florida, a municipal corporation of the State of Florida, and Water Resource Management Associates, Inc., pursuant to the Town’s existing Professional Services Agreement for Continuing Services.

- 1. Authorization.** The Consultant is hereby authorized to proceed with the professional engineering, design, permitting, bidding assistance, public outreach support, stakeholder engagement support, and grant support services required for the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project. This Task Order is issued under, and shall be governed by, the terms and conditions of the Professional Services Agreement for Continuing Services between the Town and the Consultant.
- 2. Project Purpose.** The purpose of this Task Order is to advance the Ilex Court and 8th Street Green Infrastructure and Stormwater Improvements Project from conceptual design to final engineering-and-construction-ready design documents. The project is intended to address localized flooding and improve the Town’s stormwater and green infrastructure system within the Ilex Court and 8th Street corridor near Ilex Park, including related improvements within the public right-of-way.
- 3. Scope of Services.** The Consultant shall provide the professional services described in its proposal dated March 9, 2026, which is incorporated into this Task Order as Exhibit A. The scope of services includes, but is not limited to, the following:

- Project administration, progress meetings, coordination with the Town, and coordination with applicable permitting agencies.
- Discovery and records research, including coordination for utility as-built information, topographic survey coordination, subsurface utility engineering coordination, and geotechnical investigation coordination.
- Hydrologic and hydraulic modeling, engineering analysis, and validation of the proposed stormwater and green infrastructure layout.
- Preparation of engineering design documents, construction drawings, technical specifications, and the Engineer's Opinion of Probable Cost at required design milestones.
- Permitting coordination and preparation of permit-related documentation required for project implementation.
- Public outreach meeting and stakeholder engagement support consistent with the grant work plan.
- Bidding assistance, including support during solicitation, review of contractor questions, preparation of addenda or clarifications as needed, and recommendation support.
- Construction funding grant application support, including preparation of supporting information required by the Florida Department of Environmental Protection or other applicable funding program.

**4. Deliverables.** The Consultant shall provide deliverables consistent with the proposal, the Town's project requirements, and the Florida Department of Environmental Protection Grant Work Plan. Required deliverables include, at a minimum, the following:

- 60 percent design plans and construction cost estimate.
- 90 percent design plans and 90 percent Engineer's Opinion of Probable Cost for construction.
- Engineering Design Report summarizing the data, surveys, analyses, and design activities completed for the project.
- Final design signed and sealed by a Florida registered Professional Engineer or other applicable Florida licensed professional in responsible charge of the design.
- List of all permits required for construction of the proposed nature-based improvements, green infrastructure, stormwater improvements, and related project components.
- Public outreach materials, meeting materials, presentations, agendas, meeting summaries, minutes, stakeholder input summaries, and related documentation required by the grant work plan.
- Bidding assistance documents and grant support documentation as required by the approved scope of services.

**5. Compensation.** The Town shall compensate the Consultant on a not to exceed basis in the total amount of ninety-nine thousand three hundred seventy-three dollars (\$99,373.00). Compensation shall be made in accordance with the Master Agreement, this Task Order, the approved proposal, and all applicable grant reimbursement requirements. The Consultant shall not perform work or incur costs

above the authorized amount unless a written amendment to this Task Order is approved by the Town.

**Budget Summary**

| Task  | Amount             |
|---|--------------------|
| Engineering, Design, Permitting, Public Outreach, Bidding Support and Grant Support | \$99,373.00        |
| <b>Total Task Order Amount</b>  | <b>\$99,373.00</b> |

**6. Schedule.** The Consultant shall perform the services authorized by this Task Order in accordance with the schedule established in the approved proposal and the applicable grant work plan. All project work, deliverables, and supporting documentation shall be completed in sufficient time to comply with Florida Department of Environmental Protection Grant Agreement No. 26PLN60, including all grant deadlines and reporting requirements, unless amended by the funding agency and the Town.

**7. Invoices and Grant Compliance.** Invoices shall be submitted in a format acceptable to the Town. They shall include sufficient detail to allow the Town to verify the work completed, the deliverables submitted, the percentage of completion, the eligible costs, and the consistency with the grant work plan. The Consultant shall provide the supporting documentation required by the Town for reimbursement requests, progress reporting, audit reviews, procurement documentation, and certification requirements for contractual services associated with Florida Department of Environmental Protection Grant Agreement No. 26PLN60.

**8. Subconsultants.** The Consultant shall be responsible for the work of all subconsultants and shall ensure that all subconsultant work complies with the Master Agreement, this Task Order, the approved proposal, and applicable grant requirements. Use of subconsultants shall not relieve the Consultant of responsibility for performance, quality, schedule, coordination, or compliance.

**9. Changes in Scope.** Any change to the authorized scope, schedule, deliverables, compensation, or grant-related requirements shall require the Town’s prior written approval. No verbal direction, field instruction, email, or informal communication shall authorize additional compensation or a material change to this Task Order unless approved in writing by the Town in accordance with the Master Agreement.

**10. Order of Precedence.** In the event of a conflict among the documents governing this work, the order of precedence shall be: first, the Master Agreement; second, this Task Order; third, the Florida Department of Environmental Protection Grant Agreement No. 26PLN60, to the extent applicable to funding compliance; and fourth, the Consultant’s proposal attached as Exhibit A. Nothing in this Task Order shall be interpreted to reduce or waive any right, protection, obligation, or requirement contained in the Master Agreement.

**11. Remaining Terms.** All terms and conditions of the Master Agreement remain in full force and effect. This Task Order authorizes only the specific project services described herein. It does not create a separate, standalone agreement or modify the continuing services relationship between the Town and the Consultant, except as expressly provided in this Task Order.

**12. Preparation and Review.** This Task Order was prepared by the Public Works Project Manager and the Public Works Director and reviewed by the Finance Director, Town Manager and, Town Attorney.

**Exhibits**

- Exhibit A, WRMA Proposed Scope of Services, dated March 9, 2026.
- Exhibit B, Florida Department of Environmental Protection Grant Agreement No. 26PLN62, for grant compliance reference.
- Exhibit C, Professional Services Agreement for Continuing Services with WRMA, executed December 20, 2023, for contract reference.

**Authorization**

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives.

**TOWN OF LAKE PARK, FLORIDA**

By:

\_\_\_\_\_

**ROGER D. MICHAUD**

MAYOR

Date:

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**VIVIAN MENDEZ**

TOWN CLERK

Date:

\_\_\_\_\_

**WATER RESOURCE MANAGEMENT**

**ASSOCIATES, INC.**

By:

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

TITLE:

\_\_\_\_\_

Date:

\_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL**

**SUFFICIENCY:**

\_\_\_\_\_

**THOMAS J. BAIRD**

TOWN ATTORNEY

Date:

\_\_\_\_\_



**PROPOSED SCOPE OF SERVICES**  
TOWN OF LAKE PARK  
ILEX COURT GREEN INFRASTRUCTURE  
AND STORMWATER IMPROVEMENTS  
MARCH 9, 2026

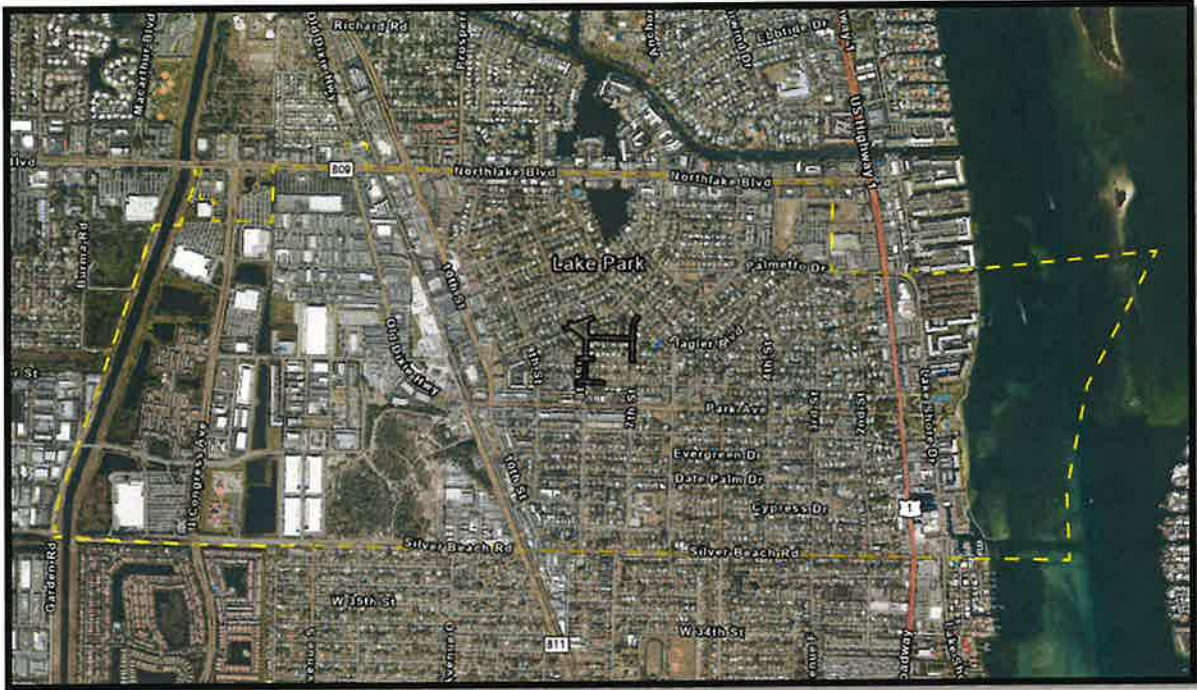


Figure 1 - Project Location Map, Lake Park, FL

**PART 1 BACKGROUND**

The Town of Lake Park, FL, (the Town) Public Works Department is planning to implement stormwater improvements in the vicinity of Ilex Court and 8th Street (the Project). This area has historically been vulnerable to flooding during storm events.

A conceptual design of the stormwater improvements was put forth by Water Resources Management Associates, Inc. (WRMA). The conceptual design intends to provide the Town with the following:

- Upsizing of the existing stormsewer pipeline along Ilex Ct and 8th St from 15-inch to 24-inch diameter (to match the downstream pipeline at Greenbriar Dr)
- Installation of green infrastructure including bioswales and sub-surficial stormwater chambers at select locations within the right-of-way
- Comprehensive site improvements including grading, street resurfacing, sidewalk improvements, landscaping, recreational park retrofits.

The following scope of services are proposed for preparation and permitting of the stormwater improvement construction documents.



## PART 2 SCOPE OF SERVICES

### Task 1.0 – Project Administration and Meetings

#### ➔ 1.1 Progress Meetings

The WRMA project manager will schedule and attend meetings with the Town project manager as project milestones are achieved (60/90/100% completion), or as necessary for coordination of certain Project tasks herein. The progress meetings shall be virtual unless otherwise noted via correspondence. Select additional staff from WRMA, its subconsultants, and the Town may be required to attend the meetings based on the needs of the Project.

#### ➔ 1.2 Permit Agency Meetings

WRMA will coordinate with permitting agencies (SFWMD) as necessary to conduct meetings between the Town, WRMA, and applicable agencies to discuss permit related issues.

### Task 2.0 – Discovery and Records Research

#### ➔ 2.1 Collection of Utility As-Built Data

WRMA shall communicate with the Town and utilities as necessary to obtain as-built information for existing utilities in project area (vicinity of Ilex Court and 8th Street). As-Built information will be analyzed during the preliminary engineering design phase to locate potential utility conflicts during the siting of proposed stormwater infrastructure.

#### ➔ 2.2 Coordination of Topographic Survey and Utility Exploration

WRMA shall coordinate with the designated project surveyor to deploy and collect all pertinent field topographic, tree and boundary data in relation to above ground surface features, curbing, roadways, sidewalks, and surficial utilities.

The licensed professional surveyor of record for this project shall deploy and perform a topographic and tree survey of the project limits as defined by the WRMA. The survey shall depict property and/or Right-of-Way boundaries with respect to the project location. The surveyor shall establish horizontal and vertical control on the project area referenced to NAD83 State Plane, and NAVD 88. All survey control shall be shown on the project survey deliverable.

Collection of field survey data will be necessary to create an accurate topographic and utilities basemap of the existing conditions within the project limits, to provide information for detailed design engineering and for identifying the need for potential utility relocations or identifying temporary service disruptions during construction.

The surveyor shall conduct a Subsurface Utility Engineering (SUE) survey of the site. The following SUE Scope of Services Applies to the project area:

#### ASCE Quality Level B - Utility Designation

- Surveyor to provide an ASCE 38-02 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities within the vicinity of the project area on Ilex Court.



- This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities.
- The surveyor shall provide survey and location of utility designates using network corrected GNSS surveying methods tied to project control.

### ➔ 2.3 Coordination of Geotechnical Investigations

WRMA shall coordinate with the designated Geotechnical Consultant to determine the characteristics of the native/existing soils and potential exfiltration rates of the proposed subsurface stormwater facilities.

The Geotechnical Consultant shall mobilize drilling equipment and drilling crews to the project site to perform field drilling, collect samples, and perform field tests, to include the following:

- Two (2) SPT borings to a depth of 10 feet below existing grade
- Two (2) corrosion series tests from borings above SPT borings, at 2- to 4-foot depth
- Two (2) borehole permeability tests
- Nine (9) roadway pavement cores down to the bottom of the compacted base rock layer

WRMA will coordinate with the Geotechnical Engineer on locations of all borings and testing to be collected. Findings of the geotechnical investigation shall be provided to WRMA in a summary Geotechnical Engineering Report signed and sealed by a Florida Professional Engineer.

#### Summary of Task 2.0 Deliverables:

- 1) Copies of Topographic and Utility Surveys
- 2) Copy of Geotechnical Report

### Task 3.0– Engineering Design Services

#### ➔ 3.1 Hydrologic & Hydraulic Modeling

The objective of the hydrologic & hydraulic modeling activity is to determine the hydrologic response of the catchment area, the volume of excess stormwater runoff, and the extents of surficial flooding based on proposed conditions. This shall facilitate the sizing and placement of the GI swales and sub-surficial storage system within the Town's Right of Way. More specifically, the modeling will support the following:

- Validation of conceptual stormwater layout (GI, inlets, chambers, pipelines)
- Determination of exfiltration rates
- Determination of detention system controls
- Determination of adjacent drainage basin overflows
- Optimization of hydraulic grade line
- Calculation of flood stage/volume reduction
- Permit documentation



### ➔ 3.2 Engineering Design (60% to 90%)

This task shall advance the preliminary (60%) design plans. Design comments from the previous 60% Design Plan Set submittal will be addressed. WRMA will then review the results of the hydrologic & hydrologic modeling and following the above revisions WRMA shall prepare the finalized horizontal and vertical layout of all proposed site and drainage infrastructure, considering existing utility clearances. WRMA shall communicate and coordinate with existing utility providers to resolve potential utility conflicts with the proposed facilities.

Using the finalized layout, WRMA shall update the quantity takeoffs and provide the Town with an updated construction cost estimate (Engineer's 90% Opinion of Probable Cost).

### ➔ 3.3 Landscape Architectural Design

The designated landscape architect shall develop final landscape plans for the project site. Plans will identify the quantity, quality, species, spacing, and specifications of all proposed plant materials. The landscape architect shall develop final planting plans for the proposed Bioswales. Bioswale plans will identify the proposed location of all transitional and aquatic plant materials. Bioswale plans will include tabular data and general notes in accordance with industry standards. The Bioswale plans will also identify any existing trees or palms that may require relocation from within the Bioswale planting areas. Bioswale plans will be coordinated with the project Civil Engineering plans prepared by WRMA.

### ➔ 3.4 Final Engineering (90% to 100%)

This task shall advance the pre-final (90%) design plan into a 100% bid-ready (signed & sealed) package. Design comments from the previous 90% Design Plan Set submittal will first be addressed. WRMA will proceed to compile all relevant design details and technical specifications using the Town's standard specifications and applicable third-party product specifications (e.g., StormTech Chamber System). The Final 100% complete plans shall include a detailed planting and restoration plan for post-construction restoration including sod, trees and plantings per the Town's landscaping and Right-of-Way requirements.

With the 100% final design plan, WRMA shall update the quantity takeoffs and provide the Town with an updated construction cost estimate (Engineer's Final Opinion of Probable Cost).

#### **Summary of Task 3.0 Deliverables:**

- 1) 60% Design Plan Set with EOPC
- 2) 90% Design Plan Set with EOPC
- 3) 100% Design Plan Set with EOPC (Signed & Sealed)

#### **Task 4.0 Permitting**

##### ➔ 4.1 SFWMD General Permit Application

WRMA shall schedule a Pre-Application Meeting with the South Florida Water Management District (SFWMD) at the Project's initiation to address any concerns and/or requirements of the design phase that may impact project construction implementation.

Following the submittal of the 60% Design Plan Set to the Town, WRMA shall prepare an online



Environmental Resource Permit (ERP) application for the project, with associated mapping exhibits and H&H model documentation.

WRMA shall respond to any requests for additional information (RAIs), and coordinate with the Town on any significant permit-related issues.

The Town shall be responsible for payment of any project related permit application or processing fees for the SFWMD and/or other regulatory agency permits as needed for the construction of the Project.

A Permit Approvals package will be submitted to the Town upon acquisition of all necessary permits.

### **Task 5.0 Pre-Construction Services**

#### **➔ 5.1 Provide Support for RFIs During Bidding**

WRMA shall provide responses to contractor RFIs during the Town's formal contractor procurement process.

#### **➔ 5.2 Attend Pre-Bid Conference and Provide Addenda**

WRMA shall attend the Town's Pre-Bid Conference, and prepare written addenda as needed during the contractor procurement process.

#### **➔ 5.3 Review Bids and Provide Recommendation of Award**

WRMA shall provide a written recommendation of award following review of submitted contractor bid responses during the contractor procurement process.

#### **Summary of Task 5.0 Deliverables:**

- 1) RFI Responses as needed or directed by Town
- 2) Written Addenda as directed by Town
- 3) Written Recommendation of Award

### **Task 6.0– Additional Services Contingency**

#### **➔ 6.1 Additional Professional Services and Utility Testholing**

A dedicated budget for additional services required to complete the Project work is provided. The budget for this task will be utilized on an as-needed basis commencing upon issuance of a Notice to Proceed. Additional services may include but are not limited to:

- Sub-surface utility test holes where existing record information is incomplete or conflicting.
- Additional engineering design services for additional services if requested

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**END OF SCOPE OF SERVICES**



**EXCLUSIONS**

The Scope of Services excludes work not mentioned above, including, but not limited to the following:

- a) Water Quality Monitoring Station Design or Installation
- b) Scanning of Historical Hard Copy or Original As-built or Record Drawings
- c) Construction Management Services, Testing Services and Regular (or daily) Inspection Services
- d) Biological/ecological Evaluations
- e) Wetland Delineations
- f) Assessment of threatened or Endangered Species
- g) Seagrass or Benthic Zone Assessments
- h) Water Sampling and Testing
- i) Contamination Assessments
- j) Easement/Property Acquisition or Appraisal Services
- k) Traffic Studies

**PART 3 OWNER RESPONSIBILITIES**

The Town of Lake Park grants WRMA access to enter Town-owned and/or -maintained properties and buried stormwater assets for the purpose of conducting field verifications, condition assessments and/or inspections in relation to the activities described in the scope of services indicated herein. The Town of Lake Park grants WRMA access to digital data including but not limited to GIS data, as-built records, easements of record, CADD files, models, internal reports, inspection reports and other relevant data for the purposes of executing the scope of services.

**PART 4 PERIODS OF SERVICE**

Based on the Notice to Proceed (NTP) to Final Completion of Services. WRMA shall complete the scope of services within the specified grant deadlines.

| <b>Task ID</b>                                 | <b>Anticipated Completion</b> |
|--|-------------------------------|
| Task 1.0 – Project Administration and Meetings | N/A                           |
| Task 2.0 – Discovery and Records Research      | 90 days from NTP              |
| Task 3.0 – Engineering Design Services         | 180 days from NTP             |
| Task 4.0 – Permitting                          | 180 days from NTP             |
| Task 5.0 – Pre-Construction Services           | TBD                           |
| Task 6.0 – Additional Services Contingency     | N/A                           |



**PART 5 FEES**

The proposed Not-to-Exceed Fee for this project is **\$ 99,373.00**. This fee includes all direct labor, reimbursable expenses, and subconsultant fees necessary to complete the work.

Note that monthly progress billings are not tied to deliverables. Some tasks may require multiple billing periods prior to provision of 100% complete deliverables. Progress billings will be allowed prior to the submission of completed deliverables.

A task-by-task breakdown of all fees is provided.



TOWN OF LAKE PARK, FL  
 Ilex Court Green Infrastructure and Stormwater Improvements  
 Proposed Fee Schedule

March 2026

| TASK ITEM AND DESCRIPTION                                      | Hourly Budget                     |                    |                |             | Total Hours | Direct Labor Fee | Reimbursable Direct Expenses | Subconsultant Fees | Contingencies | SubTask Fees | Task Fees    |
|--|-----------------------------------|--------------------|----------------|-------------|-------------|------------------|------------------------------|--------------------|---------------|--------------|--------------|
|  | Senior Project Manager / Engineer | Associate Engineer | Staff Engineer | Engineer    |             |                  |                              |                    |               |              |              |
|  | \$175.00/hr                       | \$145.90/hr        | \$140.00/hr    | \$110.00/hr |             |                  |                              |                    |               |              |              |
| <b>Task 1.0 - Project Administration and Meetings</b>          |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 3,400.00  |
| 1.1 Progress Meetings  | 8                                 | 8                  |                |             | 16          | \$ 2,720.00      |                              |                    |               | \$ 2,720.00  |              |
| 1.2 Permit Agency Meetings                                     | 2                                 | 2                  |                |             | 4           | \$ 680.00        |                              |                    |               | \$ 680.00    |              |
| <b>Task 2.0 - Discovery and Records Research</b>               |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 32,990.00 |
| 2.1 Collection of Utility As-Built Data                        |                                   | 2                  |                |             | 2           | \$ 330.00        |                              |                    |               | \$ 330.00    |              |
| 2.2 Coordination of Topographic Survey and Utility Exploration |                                   | 2                  |                |             | 2           | \$ 330.00        |                              | \$ 21,000.00       |               | \$ 21,330.00 |              |
| 2.3 Coordination of Geotechnical Investigations                |                                   | 2                  |                |             | 2           | \$ 330.00        |                              | \$ 11,000.00       |               | \$ 11,330.00 |              |
| <b>Task 3.0 - Engineering Design Services</b>                  |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 45,190.00 |
| 3.2 Hydrologic & Hydraulic Modeling                            | 4                                 | 8                  | 40             |             | 52          | \$ 7,620.00      |                              |                    |               | \$ 7,620.00  |              |
| 3.3 Intermediate Engineering (60% to 90%)                      | 4                                 | 80                 | 24             | 8           | 116         | \$ 18,140.00     |                              |                    |               | \$ 18,140.00 |              |
| 3.4 Landscape Architectural Design                             | 2                                 | 4                  |                |             | 6           | \$ 1,010.00      |                              | \$ 8,000.00        |               | \$ 9,010.00  |              |
| 3.5 Final Engineering (90% to 100%)                            | 4                                 | 40                 | 16             | 8           | 68          | \$ 10,420.00     |                              |                    |               | \$ 10,420.00 |              |
| <b>Task 4.0 - Permitting</b>                                   |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 5,690.00  |
| 4.1 SFWMD General Permit Application                           | 16                                | 16                 |                |             | 32          | \$ 5,440.00      | \$ 250.00                    |                    |               | \$ 5,690.00  |              |
| <b>Task 5.0 - Pre-Construction Services</b>                    |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 2,875.00  |
| 5.1 Provide Support for RFIs During Bidding                    | 4                                 | 4                  |                |             | 8           | \$ 1,360.00      |                              |                    |               | \$ 1,360.00  |              |
| 5.2 Attend Pre-Bid Conference and Provide Addenda              | 2                                 | 2                  |                |             | 4           | \$ 680.00        |                              |                    |               | \$ 680.00    |              |
| 5.3 Review Bids and Provide Recommendation of Award            | 1                                 | 4                  |                |             | 5           | \$ 835.00        |                              |                    |               | \$ 835.00    |              |
| <b>Task 6.0 - Additional Services Contingency</b>              |                                   |                    |                |             |             |                  |                              |                    |               |              | \$ 9,228.00  |
| 6.1 Additional Professional Services and Utility Testholing    |                                   |                    |                |             | 0           | \$ -             |                              |                    | \$ 9,228.00   | \$ 9,228.00  |              |
| <b>TOTAL FEES NOT TO EXCEED</b>                                |                                   |                    |                |             |             | \$ 49,895.00     | \$ 250.00                    | \$ 40,000.00       | \$ 9,228.00   | \$ 99,373.00 | \$ 99,373.00 |

**Proposal Agreement for Professional Engineering & Design Services  
between the Town of Lake Park and Water Resource Management Services for  
Ilex Court Green Infrastructure and Stormwater Improvements in amount of \$99,373.00**

**TOWN OF LAKE PARK**

**ATTEST:**

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

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

By: \_\_\_\_\_  
Roger Michaud, Mayor

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



**WATER RESOURCES MANAGEMENT ASSOICATES, INC.**

250 Tequesta Drive  
Suite #302  
Tequesta, Florida 33469

By: \_\_\_\_\_  
Raul Mercado, WRMA

Its: President  
Title

Raul M. Mercado, P.E.  
Written Name

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

**RESOLUTION 107-12-23****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WATER RESOURCES MANAGEMENT ASSOCIATES, INC., FOR CONTINUING PROFESSIONAL STORMWATER ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with private corporations or other persons for continuing professional services, pursuant to Section 287.055, Florida Statutes; and

**WHEREAS**, in the course of providing service to its residents, the Town requires the services of a professional Stormwater Engineering consultant, on an as-needed basis; and

**WHEREAS**, pursuant to the Consultants Competitive Negotiation Act (CCNA) the Town issued a Request for Proposals (RFP) to solicit professional consulting firms to provide continuing Stormwater Engineering services; and

**WHEREAS**, in its RFP, the Town established eleven separate professional work categories; and

**WHEREAS**, on November 9, 2023, a Town Evaluation Committee ranked the seventeen responses for each of the eleven work categories, and Water Resources Management Associates, Inc., was a top ranked firm for Category B; and

**WHEREAS**, in its response to the RFP, Water Resources Management Associates, Inc. represented to the TOWN that it is qualified and able to provide the services described in Category B; and

**WHEREAS**, the parties have agreed to a three-year agreement with Water Resources Management Associates, Inc. for services to the TOWN, with the option to extend the agreement for two additional two-year terms by mutual consent; and

**WHEREAS**, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into an agreement with Water Resources Management Associates, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The TOWN Commission hereby authorizes and directs the Mayor to execute an agreement with Water Resources Management Associates, Inc. to provide Continuing Professional Stormwater Engineering Services on an as-needed basis, a copy of which is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

|                                 | AYE           | NAY |
|---------------------------------|---------------|-----|
| MAYOR ROGER D. MICHAUD          | /             | —   |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | /             | —   |
| COMMISSIONER JOHN LINDEN        | /             | —   |
| COMMISSIONER MARY BETH TAYLOR   | <u>Absent</u> | —   |
| COMMISSIONER JUDITH E. THOMAS   | /             | —   |

The Town Commission thereupon declared the foregoing Resolution 107-12-23 duly passed and adopted this 20 day of December, 2023.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]  
ROGER D. MICHAUD  
MAYOR

ATTEST:

[Signature]  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]  
THOMAS J. BAIRD  
TOWN ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONTINUING SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)** is made and entered into this twentieth (20<sup>th</sup>) day of December 2023, by and between the Town of Lake Park, a municipal corporation of the state of Florida, 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and Water Resources Management Associates, Inc., 250 Tequesta Drive, Tequesta, Florida, 33469 (the "Consultant"), (collectively the Parties).

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into agreements for certain continuing professional services, including those regulated by Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act (CCNA); and

**WHEREAS**, the Town issued a Request for Qualifications (RFQ) to solicit from certain professional consulting firm's proposals to provide continuing professional services, including those regulated by CCNA; and

**WHEREAS**, the Town established eleven professional work categories and on October 24, 2023, received seventeen responses to its RFQ; and

**WHEREAS**, on November 9, 2023, a Town Evaluation Committee ranked the seventeen responses for each of the eleven work categories, and Consultant was a top ranked firm for Category B (Storm Water Engineering), and

**WHEREAS**, in its response to the RFQ, Consultant represented to the Town that it is qualified and able to provide the services described in Category B; and

**WHEREAS**, the parties have agreed to a three-year agreement, with an option to extend the agreement for two additional two-year terms by mutual consent; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into this Agreement with Consultant.

NOW THEREFORE, the Town and the Consultant in consideration of the benefits flowing from each to the other do hereby agree as follows:

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the

benefits flowing from each to the other do hereby agree as follows:

## **1. SCOPE OF WORK, WORK ORDERS, SERVICES AND PERFORMANCE:**

- 1.1 The Consultant shall, to the satisfaction of the Town, fully and timely provide the professional services for the following disciplines: Storm Water Engineering services.  
The specific scope of services for assigned projects shall be detailed in individual Work Orders. The Work Orders may provide for compensation in a lump sum, hourly rate, time and material, or a combination thereof as described below in "3, Consideration." The Town specifically reserves the right to determine whether any specific task requested by the Town is within the scope of work to be provided by the Consultant. Consultant understands and acknowledges that this Agreement does not obligate the Town to provide Consultant with a minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Order is subject to the Town Commission budgeting and appropriating funds for the work.
- 1.2 Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to any work assigned pursuant to a Work Order, the revisions or changes to the Work Order shall be the subject of a written, approved amendment to the Work Order.
- 1.3 In the performance of professional services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant shall use due care in performing its services and shall have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

## **2. TERM**

- 2.1 The term of this Agreement is for three (3) years. Upon the mutual agreement of the Town and the Consultant, and the execution of an amendment to the Agreement, it may be renewed at the end of the initial three (3) year term for two additional two (2) year terms commencing on the anniversary date of this Agreement.

### **3. CONSIDERATION**

- 3.1 As consideration for providing the services set forth in this Agreement for any Work Orders, the Town shall pay the Consultant a mutually agreed upon lump sum dollar amount.

The lump sum dollar amount for each Work Order shall be the exclusive basis for the Consultant's compensation for the specific Work Order, including all of the Consultant's fees and costs.

- 3.2 Consultant agrees that it shall pay its personnel based upon the hourly rates, attached hereto as "Exhibit C." The hourly rates paid to its personnel shall remain in effect for a period of one (1) year from the date of execution of the Agreement. At the end of the initial one (1) year period and each following one (1) year period, the contractor, shall have opportunity to resubmit their hourly rates schedule for Town review, acceptance and possible agreement amendment to establish new rates.

- 3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by an authorized signature of Consultant serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The Consultant agrees that the Town may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town may make any such adjustment within the term of this Agreement.

### **4. EQUAL OPPORTUNITY/MBE PARTICIPATION**

- 4.1 The Consultant hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The Consultant shall take all measures necessary to effectuate these assurances.

- 4.2 The Consultant acknowledges that the Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. Accordingly, the Consultant shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

### **5. NON-EXCLUSIVITY**

The award of this Agreement shall not impose any obligation on the Town to utilize the Consultant for all work within its profession for, which the Town may requires said professional services during the term of the Agreement.

The Town specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the Town's best interest.

## 6. INVOICING AND PAYMENT

- 6.1 The Consultant's invoices shall reference **RFP #113-2023** and shall be emailed or mailed to the following address:

Finance Department  
Town of Lake Park  
Attn: Account Payable  
535 Park Avenue  
Lake Park, Florida 33403  
[accountpayable@lakeparkflorida.gov](mailto:accountpayable@lakeparkflorida.gov)

- 6.2 Bills for fees or other compensation for services or expenses shall be submitted to the Town in detail sufficient for a proper review and determination that the requested compensation corresponds with the completed and billed work. All bills for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 6.3 The bills for any travel expenses shall only be payable on a reimbursement basis, when authorized by the Town. The consultant shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.
- 6.4 Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Town at all times during the term of this Agreement and for three years after final payment for any of the work-orders have been made. Copies of these records shall be promptly furnished to the Town upon written request.
- 6.5 Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and any approved Sub-consultants performing work pursuant to a work order, and all other records of Consultant and approved Sub-consultants considered necessary by the Town for a proper audit of project costs.
- 6.6 The Town shall pay the full amount of the invoice within thirty (30) days of receipt, upon acceptance of the work by the Town's assigned project manager.

## **7. INDEMNIFICATION AND INSURANCE**

7.1 For One Hundred Dollars and No Cents (\$100.00) consideration, the sufficiency of which is hereby acknowledged, payable as part of and included in the first payment hereunder, the Consultant shall defend, indemnify, save, and hold the Town, its elected and appointed officials, agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the Consultant, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. The Consultant further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

7.2 The Consultant shall procure and maintain, through the term of this Agreement, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D" and made a part of this Agreement. The insurance limits and coverage conditions identified require first dollar coverage except for Auto Property Damage. All deductibles will require prior written approval by the Town. The Town shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the Consultant.

The Consultant shall provide the Town certificates of insurance as proof of insurance prior to the commencement of any performance by the Consultant. The Consultant shall notify the Town at least thirty (30) days prior to cancellation or modification of any insurance policy required under this Agreement. The failure to provide the Town with proof of insurance, or the cancellation of any insurance policy during the term of this Agreement shall be cause for the Town's termination of the Agreement. IN the event any insurance policy required by this Agreement shall lapse, be cancelled or terminated, Consultant shall immediately provide the Town with a certificate of insurance for a new policy.

## **8. TERMINATION/REMEDIES**

8.1 If the Town fails to fulfill its obligations under this Agreement, the Consultant shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Consultant shall provide the Town with written notice of the Town's failure to comply with its obligations. The Town shall

then have ten (10) calendar days from receipt of notice to correct the noticed deficiency. If the Town fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) daytime period.

8.2 The Town may terminate this Agreement in whole, or for the performance of any work orders issued under this Agreement whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Consultant of a written notice specifying the work order under the Agreement being terminated, or that the Agreement in whole is terminated, and the date upon which such termination becomes effective. In the event of termination, the Town shall compensate the Consultant for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to the Consultant where any work has not been performed to the satisfaction of the Town.

- 8.3 The Town reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Town, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the Town. The Town reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The Town further reserves the right to suspend the qualifications of the Consultant to do business with the Town upon any such conviction.

## **9. ATTORNEY FEES**

If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee.

## **10. STANDARDS OF COMPLIANCE**

- 10.1 The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Town undertakes no duty to ensure such compliance, but will attempt to advise the Consultant, upon request, as to any such laws of which it has present knowledge.

- 102 The Consultant, by its execution of this Agreement, acknowledges and attests that, neither the employees of Consultant nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the Town, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Consultant further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall be relieved of its obligation's hereunder to compensate the Consultant for any work or materials furnished.
- 10.3 The Consultant shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payments the Consultant is obligated to make to suppliers for taxes on materials it uses to fulfill its contractual obligations with the Town. The Consultant shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes it is obligated to pay as a result of this Agreement.
- 10.4 Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Further the Consultant warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 10.5 All final plans, documents, reports, studies and other data prepared by the Consultant shall, if applicable, bear the professional's seal and/or signature, in accordance with applicable Florida Statutes, or administrative rules promulgated by the Department of Business and Professional Regulation.
- 10.6 In the event that a work order is issued for a project which is funded or partially funded by a grant from the Federal Government, the Consultant agrees to comply with the provisions contained in Exhibit G, Terms for Federal Aid Contracts.
- 10.7 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of

this Contract and in furtherance thereof may demand and obtain records and testimony from the Consultant and its Sub-consultants. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its Sub-consultants to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the Town to be material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Consultant acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

## **11. RELATIONSHIP BETWEEN THE PARTIES**

- 11.1 The Consultant is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant is free to provide similar services for others.
- 11.2 The Consultant shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.
- 11.3 The Consultant shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **12. RECORDS RETENTION/OWNERSHIP/AUDIT**

- 12.1 The Consultant shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public

records and transfer, at no cost, to the Town all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

- 12.2 The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or its designated agent.
- 12.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its normal course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

### **13. CONFLICTS**

The Town recognizes and acknowledges that the Consultant is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the Town recognizes and acknowledges that the Consultant may presently, or may in the future, represent clients who are or may be doing business in or with the Town. The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further, that the Town Commission waives the actual or potential conflict of interest created by the Consultant's representation of the other client.

### **14. GENERAL PROVISIONS**

- 14.1 Notwithstanding any provisions of this Agreement to the contrary, the

parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the Town shall have the option of terminating this Agreement or electing to allow the Agreement to remain in effect. This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by the Consultant is specifically required during the occurrence of any of the events herein mentioned.

- 14.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 14.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 14.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 14.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 14.6 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain

operable, enforceable and in full force and effect to the extent permitted by law.

- 14.7 This Agreement may be amended, extended, or renewed in accordance with the terms contained herein, and only with the written approval of the parties.
- 14.8 This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this Agreement. The Consultant recognizes that any representations, statements, or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

## **15. PUBLIC RECORDS**

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 15.1 Keep and maintain public records required by the Town to perform the service.
- 15.2 Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 15.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- 15.4 Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it

is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- 15.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

## 16. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*  
Vivian Mendez, Town Clerk

By: *Roger Michaud*  
Roger Michaud, Mayor



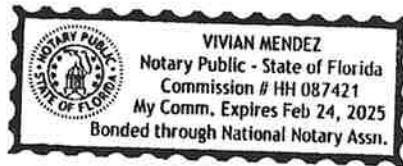
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 21 day of December 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



*Vivian Mendez*  
Notary Public, State of Florida

CONSULTANT  
Water Resources Management Associates, Inc.

By: *Raul M. Mercado*

Its: President

RAUL M. MERCADO

Printed

## EXHIBIT A

### STATEMENT OF WORK

#### I. Introduction:

- a. Pursuant to Florida Statutes, Chapter 287.055 (Consultants' Competitive Negotiations Act) and Lake Park Town Code, Section 2-247(g), Competitive Sealed Solicitation Process, the Town of Lake Park, Florida, seeks to identify firms with substantial experience and capabilities to perform consulting services on an open end (continuing services) basis.
- b. The Town shall endeavor to award a non-exclusive contract to a maximum of three (3) firms in most professional services categories listed herein. The term of said contract shall be three (3) years, with the option to extend the contract for two additional two (2) year terms by mutual agreement. The selected firm(s) shall support the TOWN's staff with the implementation of the TOWN's Comprehensive Plan and Community Investment Program (CIP) for FY 2024-2027. In addition, the selected firms(s) shall provide professional continuing services in the fields of architecture, engineering (various types), landscape architecture, surveying and mapping, planning and other support services as outlined in the Statement of Work (Exhibit A) and as required by the TOWN.

#### II. Scope of Services:

- c. The services sought by the Town may include, whether in part or in whole, but not limited to: engineering, architecture, landscape architecture, right of way engineering, construction engineering and inspection (CEI), civil engineering, structural engineering, environmental engineering, surveying, mechanical and electrical engineering, preparation of plans and specifications, plan reviews, construction management, project management, contract administration, or planning services requiring the utilization of a professional engineer or architect. A firm performing design services for Town projects shall not be permitted to perform construction engineering and inspection (CEI) services for the same project.
- d. Respondents shall submit their qualifications and shall include sufficient information in their proposals to clearly describe their ability to provide the Town support in the following professional disciplines and areas of work:
  - General Civil Engineering and Roadway Design
  - Stormwater Engineering
  - Transportation Consulting (i.e., Traffic Engineering)
  - Engineering and planning studies/investigations, preparation of plans and specifications, provide bidding assistance, inspection, and administration of

construction, permitting of TOWN roads, bridges and other horizontal control work as required in the implementation of the approved capital program.

- Architectural, **preferably with experience in historic preservation work**
- Electrical, Supervisory Control and Data Acquisition (SCADA), and geographical information systems (GIS)
- Environmental Planning and Studies
- Irrigation Design
- Landscape Architectural
- Land Surveying and Mapping
- Mechanical
- Urban Planning (**AICP Certification preferred**)

**Should a Respondent choose to provide multi-disciplinary support by contracting with Sub-consultants, the Respondent is responsible for submitting any and all agreements it has with a Sub-consultant that clearly illustrates the services to be performed by the Sub-consultant and demonstrates that they are capable of providing the necessary responsiveness, quality control, staff experience/qualifications, and any other services as represented in the Respondent's proposal. The Town's selection of Respondents will be based, in part, on the qualifications and capabilities of their defined sub-consultants, which acts as a substantial inducement and material consideration in the selection. Respondents shall not substitute a sub-consultant during the process, or after award without the prior written approval of the Town. The above-listed disciplines and specialties shall be available from a Respondent's employees or by any approved sub-consultants.**

- e. Perform engineering and planning studies/investigations, preparation of plans and specifications, provide bidding assistance, inspection, and administration of construction, permitting of TOWN roads, bridges and other horizontal control work as required in the implementation of the approved capital program.
  - f. Perform electronic planning/engineering analysis, traffic studies, etc. as required in support of the TOWN's development review and approval process.
- III. Exclusions: The scope of services will normally exclude design and general multi-disciplinary professional services in support of the Town of Lake Park's potable water treatment, storage and distribution system. The TOWN may include these professional services in this contract if urgency or circumstance deems it to be in the TOWN's best interest.
- IV. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement.

- V. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for each amendment. The deliverables shall be submitted on or before the date provided in the schedule.

**ACKNOWLEDGEMENT OF SCOPE OF WORK:**

  
\_\_\_\_\_  
Signature

Raul M. Mercado  
\_\_\_\_\_  
Written Name

President  
\_\_\_\_\_  
Title

12-01-2023  
\_\_\_\_\_  
Date

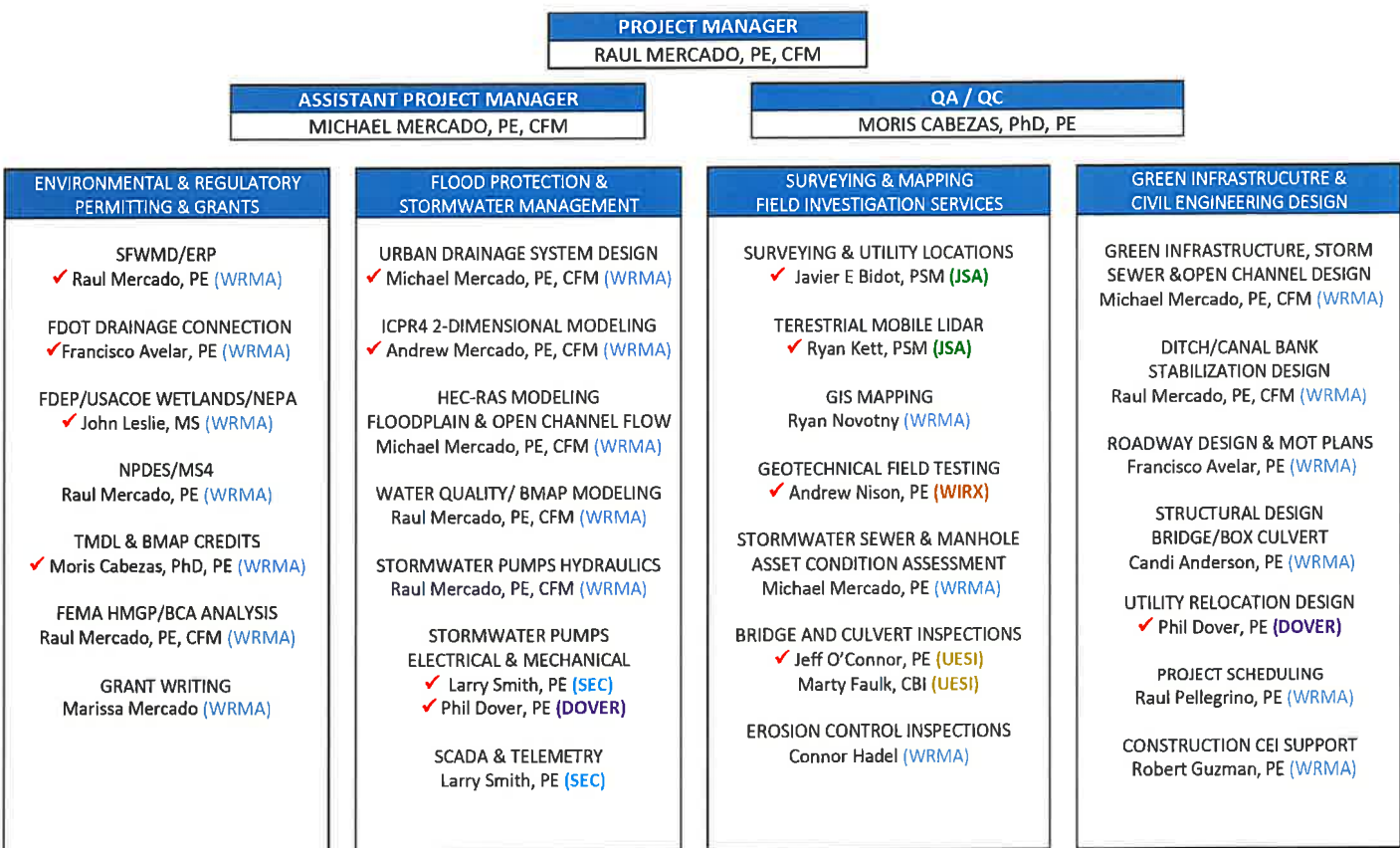
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**EXHIBIT B**

**PROPOSER'S ORGANIZATION CHART**

## EXHIBIT B | ORGANIZATIONAL CHART

RFP No. 113-2023 CONTINUING SERVICES - ARCHITECTURE, ENGINEERING (VARIOUS TYPES), LANDSCAPE ARCHITECTURE, SURVEY & MAPPING, PLANNING AND OTHER RELATED SERVICES



## **EXHIBIT C**

### **BASIS FOR COMPENSATION RATES AND SCHEDULES**

The TOWN shall pay to the CONSULTANT for providing and performing the professional engineering and architectural services set forth in each approved work order as follows:

The basis of compensation shall be Direct labor cost times a Multiplier of 2.56. Reimbursement for subcontractors will be billed at cost times 1.075. All non-project related clerical and CADD costs are considered to be included in the overhead. In addition to compensation for labor, the TOWN agrees to reimburse the CONSULTANT for direct work order expenses as follows:

Expenses not included in the multiplier above will be estimated for each work order and submitted for reimbursement with the appropriate supporting documentation to reflect that the expense was incurred in support of the work order, or a fixed price reimbursement cost negotiated for each work order based on a detailed estimated breakdown of reimbursable expenses. A fixed percentage of direct labor cost shall not be used.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order.

### **FREQUENCY OF BILLING**

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the Contract AGREEMENT.

### **SUPPLEMENTAL RECORDS**

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditures.

**EXHIBIT C**  
**(continued)**

**DIRECT LABOR RATES FOR ALL EMPLOYEES EXPECTED TO WORK ON THIS PROJECT**  
(To Be Provided By the CONSULTANT)

| <b>Name</b>          | <b>Title</b>                           | <b>Direct Labor Rate</b> |
|----------------------|--|--------------------------|
| Raul Mercado, PE     | Senior Project Manager / Engineer (PE) | \$65.00                  |
| Michael Mercado, PE  | Project Manager / Engineer (PE)        | \$63.00                  |
| Moris Cabezas, PE    | Senior Associate Engineer (PE)         | \$55.00                  |
| Andrew Mercado, PE   | Associate Engineer (PE)                | \$48.00                  |
| Francisco Avelar, PE | Staff Engineer (PE)                    | \$40.00                  |
| TBD                  | Line Engineer (EI)                     | \$35.00                  |
| TBD                  | Engineer                               | \$30.00                  |
| Ryan Novotny         | Design Technician III                  | \$35.00                  |
| Connor Hadel         | Design Technician II                   | \$30.00                  |
| TBD                  | Design Technician I                    | \$25.00                  |
| John Leslie          | Field Representative II                | \$35.00                  |
| Roberto Guzman       | Field Representative I                 | \$28.00                  |
| Marissa Mercado      | Administrative Assistant II            | \$33.00                  |
| TBD                  | Administrative Assistant I             | \$20.00                  |
| TBD                  | Engineering Assistant                  | \$20.00                  |

## EXHIBIT D

### INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage's in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
4. **PROFESSIONAL LIABILITY: Insurance and Indemnification -** The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT's agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Lake Park shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. There shall be a thirty (30) day notification to the Town of Lake Park, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Lake Park and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT's responsibility to comply with the requirements of this section on modifications of this section. The TOWN may, at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2023

Item 7.

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

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

| <b>PRODUCER</b><br>Iron Ridge Insurance<br>17595 S Tamiami Trail<br>#107<br>Fort Myers FL 33908                     | <b>CONTACT NAME:</b> Karen Brinkley<br><b>PHONE (A/C, No, Ext):</b> (800) 775-8526<br><b>FAX (A/C, No):</b> (239) 288-7544<br><b>E-MAIL ADDRESS:</b> kbrinkley@ironridgeus.com   |                               |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
|---|--|-------------------------------|--|--------|--|--|-------|--|--|-------|---|--|-------|-------------------|--|--|-------------------|--|--|-------------------|--|
|   | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Hartford Underwriters Ins Co</td> <td></td> <td>30104</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Casualty Ins Co</td> <td></td> <td>29424</td> </tr> <tr> <td><b>INSURER C:</b> National Casualty Company</td> <td></td> <td>11991</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | <b>INSURER A:</b> Hartford Underwriters Ins Co |  | 30104 | <b>INSURER B:</b> Hartford Casualty Ins Co |  | 29424 | <b>INSURER C:</b> National Casualty Company |  | 11991 | <b>INSURER D:</b> |  |  | <b>INSURER E:</b> |  |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC #                        |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER A:</b> Hartford Underwriters Ins Co  |  | 30104                         |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER B:</b> Hartford Casualty Ins Co  |  | 29424                         |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER C:</b> National Casualty Company   |  | 11991                         |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER D:</b>   |  |                               |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER E:</b>   |  |                               |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURER F:</b>   |  |                               |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |
| <b>INSURED</b><br>Water Resources Management Associates Inc<br>250 Tequesta Drive<br>Suite 302<br>Tequesta FL 33469 |  |                               |  |        |  |  |       |  |  |       |   |  |       |                   |  |  |                   |  |  |                   |  |

**COVERAGES** CERTIFICATE NUMBER: CL23101110155 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           | Y          | 21 SBM AN5F7Z | 10/17/2023              | 10/17/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/>  |           | Y          | 21 SBM AN5F7Z | 10/17/2023              | 10/17/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |            | 21 SBM AN5F7Z | 10/17/2023              | 10/17/2024              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N/A | 21 WEC AP5RYC | 10/17/2023              | 10/17/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| C        | Professional Liability   |           |            | JEO0002258    | 10/17/2023              | 10/17/2024              | Per Claim \$2,000,000<br>Aggregate \$4,000,000  |

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

The Town of Lake Park, its officers, agents and employees are named as additional insured with respect to the work performed under a Contract for Professional Services Agreement for Continuing Services, RFQ No. 113-2023.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>Town of Lake Park<br>535 Park Avenue<br>Lake Park FL 33403 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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**EXHIBIT E**

**SAMPLE WORK ORDER FEE BACKUP**

WORK ORDER NO. \_\_\_\_\_

**AGREEMENT PERFORMANCE**

Proposed fee and schedule for completion of major tasks under Work Order No. \_\_\_\_\_ is summarized below:

**SUMMARY OF PROPOSED FEES**

Proposed labor costs and associated expenses for basic consultant services are tabulated below and detailed in Exhibit C.

**BASIC SERVICES**

|          | <b><u>DIRECT LABOR COST</u></b><br>(Employees) |
|----------|--|
| Task 1 - | \$   |
| Task 2 - | \$   |
| Task 3 - | \$   |
| Task 4 - | \$   |
| Task 5 - | \$   |

Not to exceed (NTE) cost for labor: (\$ A Direct Labor Cost of employees x multiplier)  
\$ A

Reimbursable expenses billed in accordance with AGREEMENT: \$ B

**Total not to exceed (NTE) Cost for project: A + B**

## EXHIBIT F

## CPI ADJUSTMENT FORMULA AND SAMPLE CALCULATION

## Rate Adjustment Formula

$$\text{Rate Effective Year 3} = \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}]$$

where Rate of Change in CPI =

$$\text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right)$$

## Sample Rate Adjustment Calculations

Example 1

CPI Year 2 as of 10/1/08 = 203.5

CPI Year 3 as of 10/1/09 = 210.7

Rate Effective Year 2 = 11.35

$$\begin{aligned} \text{Rate of Change in CPI} &= \text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right) \\ &= \text{Minimum of } (3.54\%, 5.00\%) \\ &= 3.54\% \end{aligned}$$

$$\begin{aligned} \text{Rate Effective Year 3} &= \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}] \\ &= 11.35 \times [1 + 0.0354] \\ &= 11.75 \end{aligned}$$

Example 2

CPI Year 2 as of 10/1/08 = 203.5

CPI Year 3 as of 10/1/09 = 217.7

Rate Effective Year 2 = 11.35

Rate of Change in CPI =

$$\begin{aligned} &\text{Minimum of } \left( \frac{\text{CPI Year 3} - \text{CPI Year 2}}{\text{CPI Year 2}} \times 100\%, 5.00\% \right) \\ &= \text{Minimum of } (6.98\%, 5.00\%) \\ &= 5.00\% \end{aligned}$$

$$\begin{aligned}\text{Rate Effective Year 3} &= \text{Rate Effective Year 2} \times [1 + \text{Rate of Change in CPI}] \\ &= 11.35 \times [1 + 0.05] \\ &= 11.92\end{aligned}$$

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## EXHIBIT G

### TERMS FOR FEDERAL AID AGREEMENTS

The following terms apply to all Work Orders issued by the TOWN in which it is indicated in the Work Order that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the TOWN relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this AGREEMENT shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this AGREEMENT notwithstanding.
- C. Compliance with Regulations: The CONSULTANT shall comply with the regulations of the TOWN relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- D. Nondiscrimination: The CONSULTANT, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by a CONSULTANT of the CONSULTANT's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the TOWN, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions of Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the TOWN shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to
1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or;
  2. Cancellation, termination, or suspension of the contract, in whole or in part.
  3. Disgorgement or clawback of previous payments made
- H. Incorporation or Provisions: The CONSULTANT will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the TOWN may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter

shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Minority Business Enterprises: The CONSULTANT shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.
1. "Policy: It is the policy of the TOWN that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 applies to this agreement."
  2. "MBE Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this AGREEMENT is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this AGREEMENT.
- M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the TOWN in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the TOWN. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

N. The TOWN hereby certifies that neither the CONSULTANT nor the CONSULTANT's representative has been required by the TOWN, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. Employ or retain, or agree to employ or retain, any firm or person, or
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The TOWN further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or;
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.
4. The CONSULTANT further acknowledges that this agreement will be furnished to the TOWN in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT H

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION – LOWER TIER PARTICIPANT**

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to whom this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Water Resources Management Associates, Inc.

Address: 250 Tequesta Dr Ste 302

City Tequesta State: FL Zip: 33469

Signature:  Date: 12-1-2023

NON-CERTIFICATION:

Contractor Name: \_\_\_\_\_

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

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

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

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

Item 7.

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

1. Project Title (Project): Town Of Lake Park Ilex Court Green Infrastructure and Stormwater Improvements Agreement Number: 26PLN60

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

Grantee Name: Town of Lake Park Entity Type: Local Government  
 Grantee Address: 535 Park Avenue  
 Lake Park, Florida 33403 FEID: 59-6000355 (Grantee)

3. Agreement Begin Date: 7/1/2025 Date of Expiration: 6/30/2028

4. Project Number: \_\_\_\_\_ Project Location(s): Palm Beach County, Florida  
 (If different from Agreement Number)

Project Description: The Town of Lake Park will complete the Town of Lake Park Ilex Court Green Infrastructure and Stormwater Improvements Project to include the engineering, design, and permitting of a stormwater improvement project at Ilex Court, which was identified in the Town of Lake Park's stormwater master plan as a location that frequently floods.

| 5. Total Amount of Funding:                      | Funding Source?  | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|--|--|---------------------------------------|-----------------------|
| <b>\$99,373.00</b>                               | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | <b>FY 25-26 GAA Line Item #1659</b>   | \$ 99,373.00          |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                    |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                    |
|  | <input type="checkbox"/> Grantee Match                                     |                                       | \$                    |
| Total Amount of Funding + Grantee Match, if any: |  |                                       | \$ 99,373.00          |

|   |   |
|---|---|
| 6. Department's Grant Manager<br>Name: <u>Anthony Sabol</u><br>_____<br>or successor<br>Address: <u>Resilient Florida Program</u><br><u>3900 Commonwealth Boulevard, MS230</u><br><u>Tallahassee, Florida 32399</u><br>Phone: <u>850-245-3013</u><br>Email: <u>Anthony.Sabol@FloridaDEP.gov</u> | Grantee's Grant Manager<br>Name: <u>John Wille</u><br>_____<br>or successor<br>Address: <u>640 Old Dixie Highway</u><br><u>Lake Park, Florida 33403</u><br>Phone: <u>(561) 881-3345</u><br>Email: <u>jwille@lakeparkflorida.gov</u> |
|---|---|

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

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

Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Cert

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):

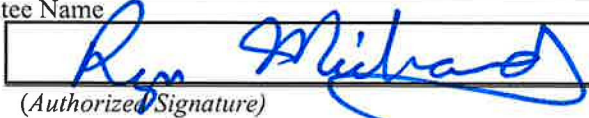
|  |  |
|--|--|
| Federal Award Identification Number(s) (FAIN):   |  |
| Unique Entity Identifier (UEI):                  |  |
| Federal Award Date to Department:                |  |
| Federal Award Project Description:               |  |
| Total Federal Funds Obligated by this Agreement: |  |
| Federal Awarding Agency:                         |  |
| Award R&D?                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A |

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

Town of Lake Park

GRANTEE

Grantee Name

By   
(Authorized Signature)

May 6, 2026  
Date Signed

Roger Michaud, Town Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By **Alex Reed**  
Secretary or Designee

Digitally signed by Alex Reed  
Date: 2026.05.08 13:12:03 -04'00'

**05/08/2026**  
Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

---

---

ORCP Additional Signatures

---

---

  
\_\_\_\_\_  
DEP Grant Manager,

  
\_\_\_\_\_  
DEP QC Reviewer,

---

---

Grantee may add additional signatures below, if needed.

---

---

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

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

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

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

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

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- 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.
- 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.

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 Grantee's website, if Grantee 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/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards 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/subrecipient 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/subaward 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/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient'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/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward 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/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - 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/subrecipient. 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/subrecipient, 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.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients 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 subrecipients 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. Subrecipients 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/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase 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, and subcontractors/subrecipients 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, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

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

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

- 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/subrecipient 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/subawards 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/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- 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 or subawarded, Grantee shall similarly require each subcontractor/subrecipient 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 subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

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

### **31. Independent Contractor.**

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

### **32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

## **Attachment 1**

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, 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/subrecipient, 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/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **34. Survival.**

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

### **35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, 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/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, 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/subrecipients, 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

## **Attachment 1**

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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/subrecipients 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.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN60

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 Town of Lake Park Ilex Court Green Infrastructure and Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

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

**3. Payment Provisions.**

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

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

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

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                     |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                      |
|                                     |                          | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, N/A.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual/Subaward (Subcontractors/Subrecipients) |
| <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/Subawards.**

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

**12. State-owned Land.**

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

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

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

**14. Common Carrier.**

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

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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

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

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN60**

**ATTACHMENT 3**

**PROJECT TITLE:** Town of Lake Park Ilex Court Green Infrastructure and Stormwater Improvements.

**PROJECT LOCATION:** The Project is in the Town of Lake Park within Palm Beach County, Florida.

**PROJECT DESCRIPTION:**

The Town of Lake Park (Grantee) will complete the Town of Lake Park Ilex Court Green Infrastructure and Stormwater Improvements Project (Project) to include the engineering, design, and permitting of a stormwater improvement project at Ilex Court, which was identified in the Town of Lake Park's stormwater master plan as a location that frequently floods. The Project will evaluate the site conditions and identify a potential green infrastructure project that will address flooding impacts along the roadway and right-of-way areas from the intersection of W. Ilex Drive and 8th Street to a point just east and south of the intersection of Ilex Court and 8th Street. The project area also includes the green area of Ilex Park and the perimeter road surrounding the park.

**TASKS AND DELIVERABLES:**

**Task 1: Engineering and Design**

**Description:** The Grantee will conduct the preliminary engineering and design for the nature-based improvements and mitigation strategies that reduce the impact of flooding for the project location. Design activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies required to determine the necessary environmental permits, and other Project-related authorizations. The Grantee will identify all necessary local, state, and federal permits expected to be required for the construction of the Project.

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

- **1.1:** 60% design plans and construction cost estimate;
- **1.2:** 90% design plans and 90% Engineer's Opinion of Probable Cost for construction;
- **1.3:** Engineering Design Report summarizing the data and surveys collected and activities undertaken in Task 1;
- **1.4:** A copy of the final design signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **1.5:** List of all permits required for the construction of any nature-based improvements and/or green infrastructure identified in the Project.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the

Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

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

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**ADVANCE PAYMENT:** For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

| <b>Task No.</b> | <b>Task Title</b>      | <b>Budget Category</b> | <b>DEP Amount</b> | <b>Match Amount</b> | <b>Total Amount</b> | <b>Task Start Date</b> | <b>Task Due Date</b> |
|-----------------|------------------------|------------------------|-------------------|---------------------|---------------------|------------------------|----------------------|
| 1               | Engineering and Design | Contractual Services   | \$99,373          | \$0                 | \$99,373            | 7/1/2025               | 3/31/2028            |
| <b>Total:</b>   |                        |                        | <b>\$99,373</b>   | <b>\$0</b>          | <b>\$99,373</b>     |                        |                      |

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

Item 7.

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

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

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

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

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

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

By Mail:

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

Electronically:

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

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

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*

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

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

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

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

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

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

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |  |                                |             |  |                |                              |
|---|--|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A   | State Awarding Agency                          | State Fiscal Year <sup>1</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement  | Florida Department of Environmental Protection | FY 25.26                       | 37.098      | Resilient Florida Programs               | \$99,373.00    | 140078                       |
| State Program B   | State Awarding Agency                          | State Fiscal Year <sup>2</sup> | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
|   |  |                                |             |  |                |                              |
| Total Award   |  |                                |             |  | \$99,373.00    |                              |

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

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

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

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

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

**ATTACHMENT 6**

**General**

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

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
 If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### Implementation Grants

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

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

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

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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

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

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

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

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

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

## Advance Payment Terms

## Exhibit E

**1. Advance Payments.**

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

**Memorandum**

**EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo**

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

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:  
**Agreement No.**  
**Begin Date:**

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

**Interest Due to DEP:** Yes  No

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

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

**Project Management Certification:**

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

\_\_\_\_\_  
DEP Grant Manager Printed Name

\_\_\_\_\_  
Advanced Funds Recipient Printed Name

\_\_\_\_\_  
DEP Grant Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Funds Recipient Signature

\_\_\_\_\_  
Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

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

**Memorandum**

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**DEP AGREEMENT NO. 26PLN60**

**TOWN OF LAKE PARK ILEX COURT GREEN INFRASTRUCTURE AND STORMWATER  
IMPROVEMENTS**

**Town of Lake Park**

**Final Project Report**



Insert Month & Year

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

## Part I. Executive Summary

## Part II. Methodology

## Part III. Outcome

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

## Part IV. Further Recommendations

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

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 26PLN60

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

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

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

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

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

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

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

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

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

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

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

Exhibit H

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

DEP Agreement Number: 26PLN60

Project Title: Town of Lake Park Ilex Court Green Infrastructure And Stormwater Improvements

Grantee: Town of Lake Park

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

[Signature Line]

Grantee's Grant Manager Signature

[Print Name Line]

Print Name

[Date Line]

Date

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

**Exhibit J**

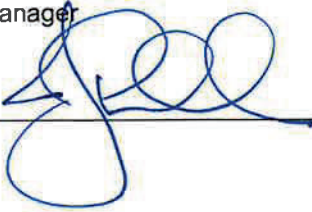
This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

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

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

Printed Name: John Wille

Title: Grant Manager

Signature:  Date: 2/24/2026



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** July 1, 2026

**Originating Department:** Community Development Department

**Agenda Title:** Presentation, Discussion & Direction - On-Street Parking – Residential Zoning Districts (Locations To Be Determined)

**Agenda Category (i.e., Consent, New Business, etc.):** New Business – Discussion Only

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** NA **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** NA

**Advertised:**  
**Date:** NA **Newspaper:** \_\_\_\_\_

**Attachments:** Lake Park Zoning Map

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

\_\_\_\_\_ ND Not applicable in this case

**Summary Explanation/Background:**

The Community Development Department is working with the Town Attorney to develop an Accessory Dwelling Unit (ADU) Ordinance that is expected to provide ADU’s to constructed/utilized within various locations within the Town of Lake Park. One of the main provisions of this proposed Ordinance is expected to include parking requirements/compliance for newly proposed ADU’s along with any review and upgrades for the existing primary residence on the same parcel.

In advance of this Ordinance moving through the Town’s public hearing process for review and consideration, Commissioner Judith Thomas has requested an opportunity to discuss the development of an on-street parking program, which would enable ADU users and members of the Town to park on Town local roadways (within Town Commission approved districts/areas) as well as to serve as a form of traffic calming to actually lower speeds through the Town’s residential neighborhoods.

This concept would provide early assistance to state legislation that is expected (previously proposed in past State Legislative Sessions – Not Approved), which if approved by the State of Florida, would most likely pre-empt the Town and our proposed ADU on-site parking requirements.

Currently, the Town's Public Works, Community Development and consulting Engineers, as needed, are looking for direction from the Commission on proceeding with this type of program. Additionally, staff is researching, identifying and studying potential locations and strategies for on-street parking within the Town's various residential areas.

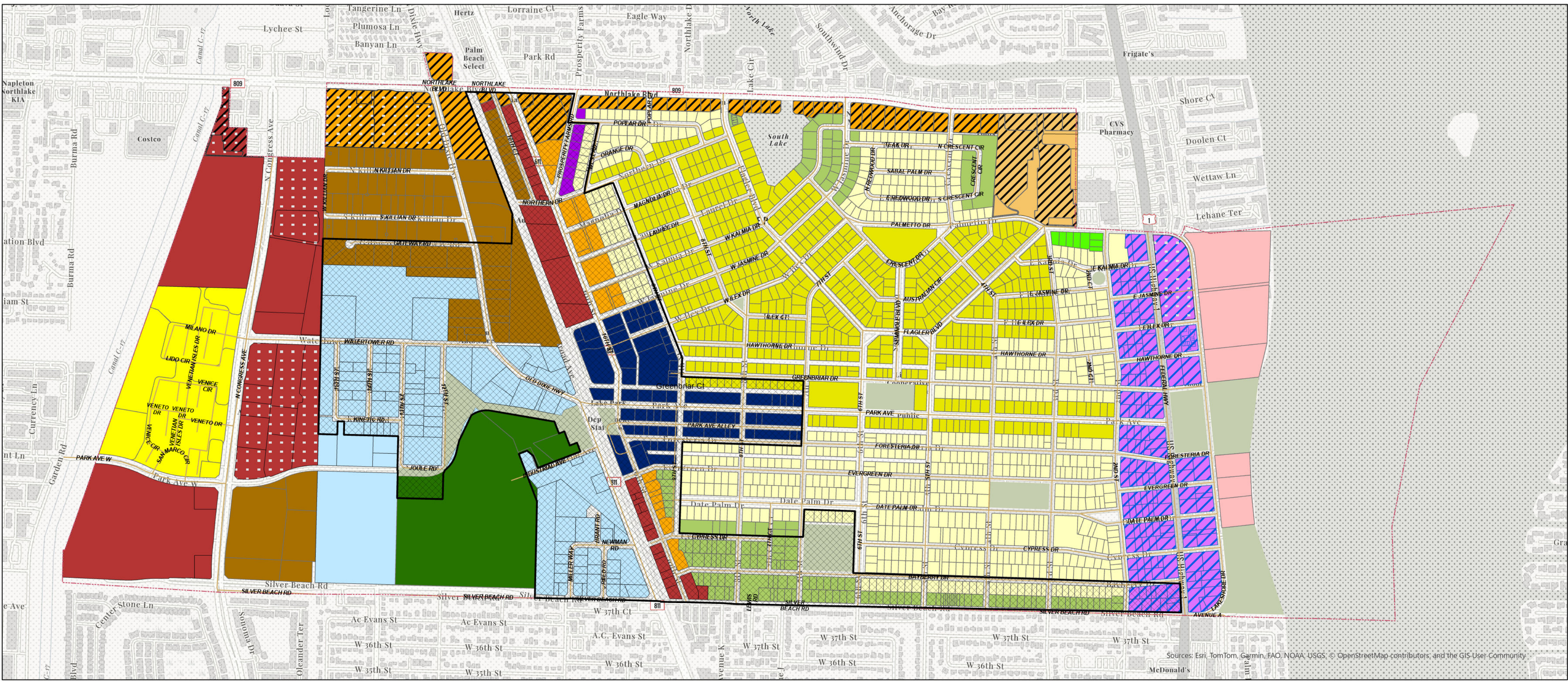
As a result, the Town Commission is requested to provide direction on developing a proposed policy to provide for on-street parking within selected/various residential areas with the Town of Lake Park.

**Recommended Motion:**

The Town Commission consider, discuss and provide direction/input on developing an on-street parking (locations to be determined) within the Town's Land Development Regulations (LDR's).

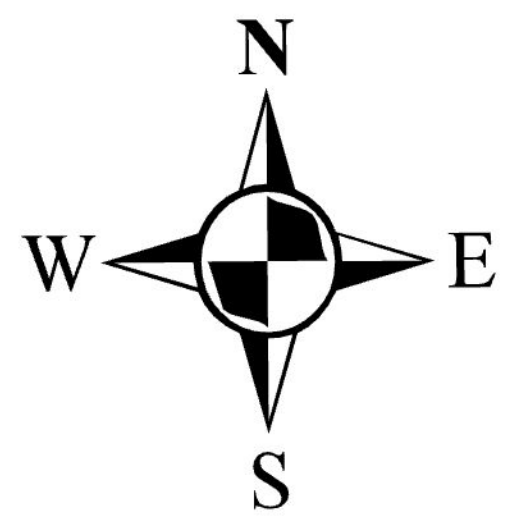


# Town of Lake Park Zoning Map



### Legend

- |  |                |  |                                      |  |   |  |                                       |
|--|----------------|--|--------------------------------------|--|---|--|---------------------------------------|
|  | NBOZ Overlay   |  | <b>Zoning Districts</b>              |  | CLIC CAMPUS LIGHT INDUSTRIAL & COMMERCIAL |  | R1A SINGLE FAMILY RESIDENCE DISTRICT  |
|  | PUD Overlay    |  | C1 BUSINESS DISTRICT                 |  | CONSERVATION                              |  | R1AA RESIDENCE DISTRICT               |
|  | Town Boundary  |  | C1B NEIGHBORHOOD COMMERCIAL DISTRICT |  | MU MIXED USE                              |  | R1B TWO FAMILY RESIDENCE DISTRICT     |
|  | Town Roads     |  | C2 BUSINESS DISTRICT                 |  | P PUBLIC DISTRICT                         |  | R2 MULTIPLE FAMILY RESIDENCE DISTRICT |
|  | FHMUDO Overlay |  | C3 TWIN CITIES MIXED USE DISTRICT    |  | PADD PARK AVENUE DOWNTOWN DISTRICT        |  | TND TOWNHOME DEVELOPMENT              |
|  |                |  | C4 BUSINESS DISTRICT                 |  | R1 SINGLE FAMILY RESIDENCE DISTRICT       |  | CRA District                          |



Anders Viane - Planner  
 Community Development Department  
 Town of Lake Park  
 535 Park Avenue, Lake Park FL 33403  
 561-881-3320 (ext 320)  
 aviane@lakeparkflorida.gov

Date: 3/18/2026