

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, June 27, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS**

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. May Business of the Month - Empress Beauty
- 2. Proclamation - Honoring Former Police Officer Donna Marie Salvatore
- 3. Central Palm Beach County Chamber of Commerce - Mary Lou Bedford
- 4. Black Chamber of Commerce of Palm Beach County
- 5. Merrill "Lucky" Noel

- F. CONSENT AGENDA**

- 1. June 13, 2023 City Commission Workshop Minutes
- 2. June 13, 2023 City Commission Meeting Minutes

- G. OLD BUSINESS** *(discussion of existing activities or previously held events, if any)*

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- A. RESOLUTION 2023 - 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MOU TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN CAREERSOURCE PALM BEACH COUNTY, INC. AND THE CITY OF PAHOKEE, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.
- B. RESOLUTION 2023 - 31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT NO. LPA0252 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF PAHOKEE FOR EAST LAKE VILLAGE STORMWATER IMPROVEMENTS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- C. RESOLUTION 2023 - 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING A GRANT AWARD FROM THE EARLY LEARNING COALITION OF PALM BEACH COUNTY REGARDING THE AMERICAN RESCUE PLAN ACT ROUND 2 FINAL INSTALLMENT FOR THE PARKS AND RECREATION AFTERSCHOOL

PROGRAM; PROVIDING FOR THE ADOPTION OF RESPRESENTATION,
PROVIDING FOR AND EFFECTIVE DATE.

D. RESOLUTION 2023 - 33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AMENDMENT TO THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT NO. 7 BETWEEN THE CITY OF PAHOKEE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

P. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Tijauna Warner at Pahokee City Hall, 207 Begonia Dr. Pahokee, FL 33476 Phone: (561) 924-5534. If hearing impaired, telephone the Florida Relay Service Number, 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26).

BUSINESS OF THE MONTH



This certificate is awarded to

EMPRESS BEAUTY

185 EAST MAIN STREET, PAHOKEE, FL 33476

In recognition of outstanding service to the community

Presented this 27th day of June 2023

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez



Clara M. Murvin

Vice Mayor Clara M. Murvin

Juan Gonzalez

Commissioner Juan Gonzalez

Rodney D. Lucas

Rodney D. Lucas, City Manager

Proclamation

"Honoring Former Police Officer Donna Marie Salvatore"



WHEREAS, Mrs. Donna Marie Salvatore was the first female Police Officer to served the City of Pahokee's Police Department; and

WHEREAS, Mrs. Salvatore dedicated her time to the Western Community and especially contributed to the City of Pahokee, working closely with Commissioners and Staff on improving the lives and safely in the city; and

WHEREAS, Donna Marie Salvatore was born December 29, 1962 and went to be with our Lord and Savior on June 19, 2023; and

WHEREAS, Mrs. Salvatore is survived by her mother, Roberta Hatton Salvatore; 2 daughters, Jayla Denise Henson and Jenna Ruth Henson; Sister, Roberta D. Salvatore; brother, Frank Salvatore III; and also several nieces and nephews; and

WHEREAS, Mrs. Salvatore was a lifelong and dedicated public servant and graciously touched many lives. She was a retired police officer while living in Florida; and

WHEREAS, Former Policer Officer D. Salvatore will be missed greatly by those who worked with her and those who had the pleasure of meeting her; and

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby extend our sincerest sympathy to the family of Former Police Officer D. Salvatore;

"Honoring Former Police Officer Donna Marie Salvatore"

Pass and Adopted this 27th day of June, 2023



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, June 13, 2023, at 5:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. INVOCATION AND PLEDGE OF ALLEGIANCE

The workshop was called to order by Mayor Babb at 5:14 PM.

Vice Mayor Murvin led the Invocation, followed by the Pledge of Allegiance.

B. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Sara Perez

Rodney D. Lucas, City Manager

Burnadette Norris-Weeks, City Attorney

Nylene Clarke, Executive Assistant (Acting Clerk)

ABSENT

Commissioner Juan Gonzalez

C. TOPIC

1. Everglades Preparatory Academy Lease

Mr. Lucas provided an overview of Everglades Preparatory Academy Lease and proposed changes. Discussion ensued. (Please see attached PowerPoint.)

D. DISCUSSION, COMMENTS, CONCERNS

None.

E. ADJOURN

There being no further business to discuss, Mayor Babb adjourned the workshop at 6:06 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Acting Clerk

Welcome
City of Pahokee City Commission Meeting
Workshop – Everglades Preparatory Academy Lease
5:00 pm to 6:00 pm

Invocation and Pledge of Allegiance

Roll Call

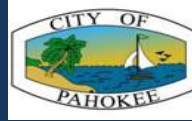


Topic

Everglades Preparatory Academy Lease
(See both leases)



Discussion, Comments, Concerns



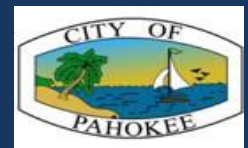
Issues

- 1) Continue invoicing monthly rate of \$2,500 monthly rent from January 1 to June 1, 2023 for \$2,500.
- 2) Length of Term – Expiration April 30, 2027 – see page 2, section 1.8. Current terms are from August 3, 2017 through April, 2027.

Continued

Everglades Preparatory Academy Lease

3) Repairs – See page 8, section 9 Repairs. Modify the cafeteria roof section as of August, 2022 from 100% landlord's responsibility to a 60% landlord/40% tenant split for this period of time only. In order to support EPA to open school for the fall of 2022-2023 school season under an emergency situation, the school ask if they took the lead in replacing the cafeteria roof, obtaining the roof estimates and paying for the entire roof of \$147,000 with the city paying at a later date our portion of \$88,200 or 60%. Our portion of repairs will be paid through an insurance claim received from hurricane damages filed.



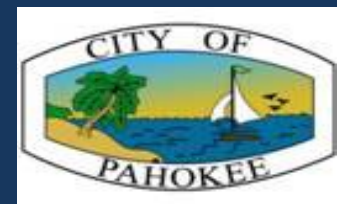
Recommendation

New rent price should be \$3,500 starting July 1, 2023 with rent increase of 5% every two years – see original contract, page 5, section 5. Rent

Seeking an additional three-year (3) extension through April, 2030

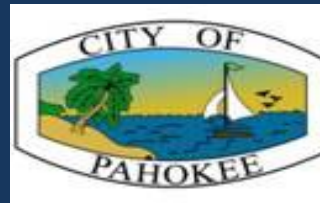
However, moving forward, we would like to make the school responsible for all maintenance of the facilities including all roofs. Then bring back all recommendations in Resolution, June 27, 2023 Commission meeting.

Approve paying \$88,200 in repairs for our agreed portions of the roof for the cafeteria





Adjournment



CITY OF PAHOKEE



MINUTES

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CITY COMMISSION:

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Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:11 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Isabelle McDonald led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.
Vice Mayor Clara Murvin
Commissioner Derrick Boldin
Commissioner Juan Gonzalez at 6:20 PM
Commissioner Sara Perez
Rodney D. Lucas, City Manager
Burnadette Norris-Weeks, City Attorney
Nylene Clarke, Executive Assistant (Acting Clerk)

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Mr. Lucas requested to add the following four (4) presentations: Merrill Noel, Thomas DeRita, Belinda Russell, and Annie Ifill.

Motion made by Vice Mayor Murvin to approve the agenda with the four (4) additions under Presentations. Duly seconded by Commissioner Boldin and approved unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Perez

E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

Thelma Freeman expressed concern regarding the ARPA Rental Assistance Program requirements.

Ida Pringle expressed concern regarding the need for road repair on Larrimore Road and mentioned the splashpad. Discussion ensued.

Gina Levesque provided a general overview of the PBC Commission on Ethics.

Robert Love wished Commissioner Boldin a happy birthday, and commented in regard to the splashpad and the trailer park.

Isabelle McDonald requested for clarification of the APRA funding be disseminated, commented regarding annexation, and mentioned the splashpad. Discussion ensued.

Thomas DeRita, Lobbyist, briefly discussed the Florida budget, funding request of \$550,000 for the MLK Park completion, and future plans. Discussion ensued.

Belinda Russell and Dr. Linda Pao, from JEM Research Institute, provided information regarding free memory testing and aiming to collaborate with the western communities. Discussion ensued.

Vice Mayor Murvin led the Commission in presenting the April Business of the Month to Crowned with Glory. Ciera McHenry-Daverne, CEO, was provided an opportunity to share information about her business.

Annie Ifill, Healthier Glades, provided an update on upcoming events.

1. 2nd Quarter FY 22-23 Report - Joseph Martin, Interim Director of Finance
Joseph Martin presented the 2nd Quarter Financial Report. Discussion ensued.
2. Palm Beach County Commission on Ethics - Gina Levesque, CFE Intake and Compliance Manager
Presented during Public Comments.
3. Belle Glade Chamber of Commerce - Lamar Weathers and Melanie Grimes, CO-Executive Director
Melanie Grimes provided information regarding the Belle Glade Chamber of Commerce and events. Discussion ensued.
4. Central Palm Beach County Chamber of Commerce - Mary Lou Bedford
Not present.
5. Black Chamber of Commerce of Palm Beach County
Not present.
6. April Business of the Month - Crowned with Glory
Presented earlier in the meeting.

F. CONSENT AGENDA

1. May 9, 2023 City Commission Workshop Minutes
2. May 9, 2023 City Commission Meeting Minutes
Motion made by Vice Mayor Murvin to approve the Consent Agenda. Duly seconded by Commissioner Boldin and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

G. OLD BUSINESS (*discussion of existing activities or previously held events, if any*)

None.

H. PUBLIC HEARINGS AND/OR ORDINANCES

None.

I. RESOLUTION(S)

1. RESOLUTION 2023 - 29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THIRTY-ONE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF PAHOKEE PERTAINING TO THE CITY'S MINOR HOME REPAIR PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

The resolution was read into the record by Attorney Norris-Weeks and explained by Mr. Lucas. Discussion ensued.

Motion made by Vice Mayor Murvin to approve Resolution 2023-29. Duly seconded by Commissioner Gonzalez and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

Mr. Lucas announced upcoming events.

K. REPORT OF THE MAYOR

Mayor Babb announced the Pahokee Housing Authority Board vacancy. He mentioned a previous request for a take-home vehicle policy, the City Manager's evaluation summary, McClure Road Project, the upkeep of the City, and surtax. Discussion ensued.

Motion made by Mayor Babb to allow the two late submissions for the City Manager's Evaluation by close of business on June 14, 2023. Duly seconded by Commissioner Perez and passed (4-1).

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Gonzalez, Commissioner Perez
Voting Nay: Commissioner Boldin

Jongelene Adams, Deputy City Manager, provided the update on City projects. Discussion ensued.

L. REPORT OF THE CITY MANAGER

Mr. Lucas provided the algae bloom update, discussed the Parker Building being on the June 14, 2023 Special Magistrate docket, requested the Commission's priority projects, discussed the EAR Grant, and announced upcoming events. Discussion ensued.

M. REPORT OF THE CITY ATTORNEY

None.

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Mayor Babb announced Commissioner Perez will select the May 2023 Business of the Month and Commissioner Boldin will select the June 2023 Business of the Month.

O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Commissioner Gonzalez mentioned AE Engineering and followed up on the GPS for the City vehicles. Discussion ensued.

Commissioner Perez wished Commissioner Boldin a happy birthday and mentioned SWA Transitional Tuesdays.

P. ADJOURN

Motion made by Commissioner Gonzalez to adjourn the meeting. Duly seconded by Commissioner Perez and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:05 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Acting Clerk



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Administration
SUBJECT: MOU CareerSource
DATE: June 13, 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee would like to enter into a MOU with CareerSource where they will supply interns to work on a daily basis for a one (1) period within city departments at no charge to the city. CareerSource has partnered with the City of Pahokee in the past supplying us with interns and the program has been a great success. This will allow for the recipients to receive on the job training that they can use in the future as they move forward in their careers.

BUDGET IMPACT: No

LEGAL NOTE: Defer to City Attorney

STAFF RECOMMENDATION:

The staff recommends that we enter into this MOU with CareerSource which will be a positive impact for the interns and the city.

ATTACHMENTS:

- Resolution 2023 – 30
- Exhibit “A”
- MOU City of Pahokee and CareerSource

RESOLUTION 2023-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MOU TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN CAREERSOURCE PALM BEACH COUNTY, INC. AND THE CITY OF PAHOKEE, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Pahokee ("City") desires to enter into a Memorandum of Understanding (MOU) between Careersource Palm Beach County, Inc. and the City of Pahokee; and

WHEREAS, the purpose of the MOU is to provide work experience and training opportunities for participants; and

WHEREAS, the term of the Agreement shall be for a period of one (1) year; and

WHEREAS, the City Commission of the City of Pahokee deems approval of the MOU in the best interest of the residents of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor to Execute MOU. The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor to execute the MOU, attached as Exhibit "A" hereto. The City Manager is authorized to take the necessary action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th day of June, 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

| | | |
|-----------------------|-------------|------------|
| Commissioner Boldin | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez | _____ (Yes) | _____ (No) |
| Commissioner Perez | _____ (Yes) | _____ (No) |
| Vice-Mayor Murvin | _____ (Yes) | _____ (No) |
| Mayor Babb | _____ (Yes) | _____ (No) |

EXHIBIT "A"
CAREERSOURCE PALM BEACH COUNTY, INC.MOU

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND**

Section I, Item A.

**(INSERT PROVIDER NAME)
PROVIDING A WORK EXPERIENCE PLACEMENT**

PROVIDER ADDRESS: _____ **FEI #:** _____

WHEREAS, Provider Is a (**circle one**): private non-profit or public non-profit corporation, or local governmental entity or private for-profit or public for-profit entity licensed to do business in the State of Florida.

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") and Provider enter into this Memorandum of Understanding (MOU) for the provision of work experience learning based activities by Provider.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein CareerSource and Provider hereby agree as follows.

I. Term

This MOU shall begin on the date last signed by both parties. This MOU shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this MOU. This MOU or any right accruing hereunder shall not be assigned by Provider.

II. Job seeker Status

The job seeker is not an employee of the Provider or CareerSource. For purposes of workers' compensation coverage the job seeker will be considered an employee of the State of Florida. Job seekers shall not be considered an employee of CareerSource or Provider, although Provider shall have all supervisory responsibility.

III. Independent Contractor

Both parties in the performance of this MOU will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. Provider shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall neither have nor exercise any control or direction over the methods by which the Provider shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

IV. Provider Representations and Duties

Provider agrees to:

- A. develop and provide a work site designed to provide job seekers with a non-paid, work experience training commonly referred to as an internship in a non-residential based business entity.
- B. maintain the confidentiality of all information provided by or about any job seeker, except as otherwise approved and authorized in writing by the job seeker, or as otherwise authorized by law.
- C. provide job seekers with an internship described in "Attachment A Work Site Training Outline" and attached hereto.
- D. provide training to job seekers so he/she can adequately perform his/her internship. Maximum internship hours and length in time shall be determined by CareerSource.
- E. provide job seekers with the same working hours, lunch periods and break times that would be afforded to paid employees.
- F. not to place job seekers in positions that are involved in political activity or the instruction of worship and not to engage job seekers in sectarian activities or in the construction of sectarian facilities. Job seekers may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- G. notify CareerSource in writing immediately upon notice of the status of a job seeker when one or more of the following situations occur:
 - a) the job seeker has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
 - b) the job seeker was not accepted by the Provider into an internship.
 - c) the job seeker has experienced absenteeism or sickness or other problems.
 - d) the job seeker secured employment with the Provider or with another entity.
- H. comply with all applicable federal, state and local laws, regulations, policies and procedures relative to CareerSource's Internship Program.
- I. complete and maintain the required job seeker time record forms, referral, progress reports and periodic evaluation forms and provide such records upon request by CareerSource for monitoring purposes.

V. CareerSource Representations and Duties

CareerSource agrees to:

- A. provide a job seeker candidate to the Provider for consideration in an internship with the Provider containing the candidate's name and area of occupational interest.
- B. inform the Provider of the maximum number of hours each job seeker is required to participate and the expected length of the job seeker's placement in the work site activity.
- C. provide the required job seeker time record forms, progress reports and periodic evaluation forms to be completed by the Provider.

VI. Manner of Service Provision

- A. "Attachment A Work Site Training Outline" must be approved by CareerSource prior to the internship beginning for any job seeker.
- B. Provider agrees to provide the necessary instruction, supervision and equipment for a job seeker to perform in Section I, Item A.
- C. Provider agrees to submit on a weekly basis to CareerSource's payroll vendor a Program time sheet signed and dated by the Provider and the job seeker. The employee(s) noted by Provider on "Attachment B Authorizing Signature Page" of this MOU will be responsible for signing the job seeker's time sheet. Only those Provider employee(s) noted in "Attachment B Authorizing Signature Page" will be authorized to sign the job seeker's time sheet.
- D. Provider shall train the job seeker with the necessary skills for an entry level position as designated in "Attachment A Work Site Training Outline".
- E. No job seeker may participate in an internship unless the job seeker is referred to Provider by CareerSource in accordance with the terms of this MOU.
- F. All job seekers are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the job seeker will be considered an employee of the State of Florida. Job seekers shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility.
- G. No currently employed Provider employee shall be displaced by a job seeker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fail to fill a vacancy so that a worksite job seeker may fill the job requirements. Based upon the above, Provider must ensure that employees of Providers organization are notified of the Internship Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the MOU is with the expectation that Provider will be monitored by CareerSource for compliance with this provision and Providers that violate this provision of the MOU and requirement of the law will be terminated from participation in the program.
- H. No job seeker shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the provider's personnel policy or collective bargaining MOU.
- I. Provider shall indemnify and hold harmless CareerSource, it's officers, agents, employees, and the Palm Beach County Board of County Commissioners from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of the Provider or any employee, agent, subcontractor, or representative of Provider.
- J. CareerSource shall indemnify and hold harmless Provider, it's officers, agents, employees from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any actions, claims, suits or damages of any character whatsoever arising out of any negligent act or omission of CareerSource or any employee, agent, subcontractor, or representative of CareerSource.

VII. Termination

Either party may terminate this MOU, with or without cause, at any time by giving written notice 24 hours in advance to the other party. This MOU will be modified at anytime without notice to the other party upon change or amendment to any law or regulation that governs the Program.

VIII. Monitoring

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Provider shall make available all appropriate personnel for interviews and all job seeker records or other data relating to matters covered by this MOU for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this MOU. Provider shall respond in writing to monitoring reports and requests for corrective action plans within 20 working days after the receipt of such request from CareerSource.

IX. No Third Party Beneficiaries

No provision of this MOU is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOU.

X. Modifications/Amendments

This MOU may be modified by either party only upon written MOU executed by both parties. This MOU may be unilaterally amended by CareerSource if there are changes in federal, state or local laws, rules, regulations or policies.

XI. Conflict of Interest

Provider certifies that trainees referred to Provider are not members of Provider's immediate family or the immediate family of any of Provider's supervisory or management staff. To avoid a conflict of interest, all Provider's who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of the MOU complete and submit to CareerSource the CareerSource Conflict of Interest Disclosure form.

XII. Certification Regarding Drug-Free Workplace Rule

Provider assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, subpart F and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

XIII. Retention of Records

Provider agrees to retain all, supporting documents and any other documents (including electronic storage media) pertaining to this MOU for a period of 7 years. Provider shall maintain complete and accurate record keeping and documentation as required by the CareerSource

**ATTACHMENT A
WORK SITE TRAINING OUTLINE**

Section I, Item A.

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

1. **Work Site Name and Location:** Enter the legal name and address of the work site where the job seeker will be located.

2. Contact Person: Title:

Telephone Number: Fax Number:

Alternate Person: Title:

Telephone Number: Fax Number:

| Job Title | 1. | 2. | 3. |
|-----------------------------|--|--|--|
| Work Days | S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Work Hours | | | |
| # of Slots Available | | | |

3. **Work Site Duties:** List the specific job duties at the work site the job seeker will perform for each job title listed above

Job Title #1 Job Duties:

Job Title #2 Job Duties:

Job Title #3 Job Duties:

4. List any pre-requisites for acceptance of a job seeker (finger printing, background check, interview, testing, etc) for the work site activity.

**ATTACHMENT B
AUTHORIZING SIGNATURE PAGE**

Section I, Item A.

List the names of those persons in Provider's organization responsible for signing all timesheets submitted to CareerSource.

| PROVIDER STAFF NAME (PRINT) | STAFF SIGNATURE |
|-----------------------------|-----------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

Section I, Item A.

TO: CareerSource Palm Beach County Vendors
FROM: CareerSource Palm Beach County
RE: Conflict of Interest Disclosure

To avoid a conflict of interest, all vendors who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource, Inc. (CareerSource) or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must clearly disclose such a relationship by completing and submitting this form when submitting a bid/submittal/quote/proposal (quote) to CareerSource. For purposes of this procedure, vendor, contractor and subrecipient are the same.

Financial or family relationships with vendors will disqualify an CareerSource or Consortium staff member or CareerSource Board, CareerSource Committee or Consortium member from participating in the discussion and voting to fund quotes and will also disqualify any individual from evaluating quotes. Contracts with an organization or individual represented on the CareerSource Board of Directors must be approved by a two-thirds vote of the board when a quorum has been established and the CareerSource Board member who could benefit financially from the transaction must abstain from all discussion and voting on the contract. Contracts equal to or greater than \$25,000 with an CareerSource Board member or other person or entity who could benefit financially from the contract as defined in paragraph Section 112.312(2), F.S. must be reviewed by the Department of Economic Opportunity and approved by CareerSource Florida, Inc. Contracts under \$25,000 must be reported to CareerSource Florida, Inc. If the work/services or product provided in the quote requires prior approval of the CareerSource Board of Directors and impacts the CareerSource's ability to perform its duties/tasks in a timely manner or in the event of an emergency as determined by the President/CEO, the quote submitted by the vendor who has a conflict of interest relationship will not be considered by CareerSource.

In the space provided below, please identify any such relationships as defined in Section 112.3143, F.S. or verify that none exist at this time.

Table with 3 columns: Name of Person, Relationship To You, Relationship To CareerSource. Includes four rows of blank lines for entry.

Yes, a relationship exists as defined in Section 112.3143, F.S.;

OR

At this time, I do not have a relationship as defined in Section 112.3143, F.S.

Printed Name of Vendor

Signature of Vendor

Date

Note any person who files an action protesting a decision or intended decision pertaining to contracts administered by CareerSource shall follow the requirements of CareerSource's Procurement, Contract Award and Provider Protests policy which states any protest of a contract award following the termination of a procurement process must be filed in writing and delivered to the CareerSource Administrative & Contracts Attorney within seventy-two hours of the publication of the award. The CareerSource Administrative & Contracts Attorney's address is 3400 Belvedere Road, West Palm Beach, Florida 33406 and e-mail address is sbrea@careersourcepbc.com. The time of the publication of the award shall be the date at which notice of the award is published by CareerSource (the date at the top of this letter). Failure to file within seventy-two hours of the publication of the award shall constitute a waiver of all rights and no other opportunity to protest the award of the contract will be considered. You may obtain a copy of CareerSource's Procurement, Contract Award and Provider Protests policy on the CareerSource website at pbcCareerSource.com. Click on the link "Doing Business With Us". Then scroll down the drop down menu and open the document named "CareerSource Procurement, Contract Award and Provider Protests Policy". You may also obtain a hard copy of the CareerSource Procurement, Contract Award and Provider Protests Policy by contacting the CareerSource Administrative & Contracts Attorney at (561) 340-1060, Ext. 2219 or sbrea@careersourcepbc.com.

Youth Illness/Injury Procedures for Worksite Supervisor

1. Youth interns are instructed to immediately report any illness or injury to their worksite supervisor.
2. The Worksite Supervisor reports the illness or injury by calling 561-340-1060: Tequilla Jones at Ext. 2141 or Sophia Jerningan at ext. 2107. Program Manager or Designee will determine if illness and/or injury is or is not work related.
3. If illness or injury is **not** work related (i.e. nauseous from a cold or flu), the Worksite Supervisor should send the youth intern home. If needed, the Worksite Supervisor will arrange for transportation. No sick pay is available.
4. If illness and/or injury is **work related AND/OR life threatening**:
 - a. **Call 911 immediately!**
 - b. Next, the Worksite Supervisor contacts the Program Manager or Designee
 - c. Then, the Program Manager or Designee calls AmeriSys at 800-455-2079 as soon as possible (within 24 hours). Location Code - Youth: [2306](#)
5. If illness and/or injury is **work related AND/OR non-life threatening**:
 - a. The Worksite Supervisor contacts Program Manager or Designee
 - b. Next, the Program Manager or Designee calls AmeriSys at 800-455-2079. Location Code - Youth: [2306](#)
6. Whenever possible, the youth intern should be available when the Program Manager or Designee calls AmeriSys as they will need information from the youth intern (i.e. name, youth contact phone number, date of birth, SS#, home address, work address, injury site location, etc.)
7. If medical treatment is required for the youth intern, AmeriSys will direct where to go for medical care. If needed, the Program Manager or Designee will arrange for transportation. If additional treatment is required, the Program Manager or Designee will also coordinate transportation. No sick pay is available.
8. If no treatment is needed, AmeriSys will provide a phone number and case number to the youth intern. If medical treatment is later, the youth intern may call AmeriSys to discuss their situation. If medical treatment is obtained later, the youth is to notify the Program Manager or Designee.
9. Youth intern must provide Release to Work documentation to the Program Manager or Designee before returning to the work site.
10. The Program Manager or Designee must then complete and send an [Injury Report Form](#) to Sue Craig, Human Resources Manager at suecraig@careersourcepbc.com or fax to 888-633-0315 [within 24 hours](#) of illness and/or injury of the youth intern. The form is available on the CareerSource Palm Beach County intranet under HR Forms.

I understand and agree to follow the Youth Illness/Injury Procedures.

Worksite Supervisor's Signature _____ Date _____

Worksite Supervisor's PRINTED Name _____

(October 2020 – For Employer) Provide copy of signed form to Worksite Supervisor. Original signed form should be attached to MOU.



Release Agreement

MEDIA RELEASE

NAME (printed): _____

- I DO
- I DO NOT

... give my permission to CareerSource Palm Beach County, a non-profit organization serving Palm Beach County, to use any photograph and/or video footage in which I am included in their annual reports, brochures, newsletters, or any other CareerSource Florida/CareerSource Palm Beach County publications or presentations. I further release the CareerSource Florida/CareerSource Palm Beach County from any liability for such use.

I understand that CareerSource Florida/CareerSource Palm Beach County is a non-profit corporation and will not benefit financially from the use of any photograph and /or video footage in which I am included.

Signature Date

CareerSource FL/PBC representative Job Title/Career Center Date



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 18 June 2023

GENERAL SUMMARY/BACKGROUND:

East Lake Village Stormwater Improvement Grant Agreement LPA0252. This new agreement is will terminate to extend the amount of time needed to complete the project as it relates to the FDEP East Lake Village Stormwater Improvement Project.

This FDEP requested grant agreement allows for the stormwater project to provide all mandated deliverables to be completed, final disbursement of allocated funds and final project close-out.

The original awarded FDEP East Lake Village Stormwater Improvement contract (LP50113) amount was for \$750,000.00. This new grant (LPA0252) agreement includes the expiration of the contract – 31st March 2027 and to include the agreement amount of \$674,798.00, as per the FDEP agreement between the City of Pahokee and FDEP (contract LPA0252 – East Lake Village Stormwater Improvement Project) funding for task items: project management /engineering; observations, projection coordination, and design, etc.

This funding will continue to be reimbursed by the Florida Department of Environmental Services (FDEP) LPA0252 agreement.

BUDGET IMPACT: \$674,798.00

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of Florida Department of Environmental (FDEP) LPA0252 agreement.

ATTACHMENTS:

Resolution 2023 - 31
FDEP Agreement LPA0252

RESOLUTION 2023 - 31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT NO. LPA0252 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF PAHOKEE FOR EAST LAKE VILLAGE STORMWATER IMPROVEMENTS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Pahokee, Florida ("City") is in need of continued stormwater improvements and has been awarded funding in the grant amount of Six Hundred Seventy, Four Thousand Seven Hundred and Ninety-Eight Dollars (\$674,798.00) from the Florida Department of Environmental Protection for a project titled *Pahokee East Lake Village Stormwater Improvements* (Grant Agreement No. LPA0252); and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") grant No. LPA0252 is to begin on the date of execution and expire on March 31, 2027; and

WHEREAS, the original grant agreement between the City of Pahokee, Florida and the Florida Department of Environmental Protection ("FDEP"), Number LP50113 was entered into on October 10, 2017 for an amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for Pahokee East Lake Village stormwater improvements; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds that authorizing the City Manager to enter into a new grant agreement with FDEP is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA AS FOLLOWS:

Section 1. **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. **Authorization of City Manager.** The City Commission of the City of

Pahokee hereby authorizes the City Manager to enter into new Grant Agreement No. LPA0252 between the Florida Department of Environmental Protection and the City of Pahokee, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th of June 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Second by: _____

VOTE:

| | | |
|------------------------|-------------|------------|
| Commissioner Boldin: | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez: | _____ (Yes) | _____ (No) |
| Commissioner Perez: | _____ (Yes) | _____ (No) |
| Vice Mayor Murvin: | _____ (Yes) | _____ (No) |
| Mayor Babb: | _____ (Yes) | _____ (No) |

Exhibit "A"

**GRANT AGREEMENT NO. LPA0252 BETWEEN THE CITY OF PAHOKEE
AND THE FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION**

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

Section I, Item B.

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

1. Project Title (Project): **Pahokee East Lake Village Stormwater Improvements** Agreement Number: **LPA0252**

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

Grantee Name: **City of Pahokee** Entity Type: **Local Government**
Grantee Address: **207 Begonia Drive, Pahokee, FL 33476** FEID: **59-6000400** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2027**

4. Project Number: _____ Project Location(s): **Lat/Long: (26.8207, -80.6606)**
(If different from Agreement Number)

Project Description: **The Grantee will construct stormwater improvements in the East Lake Village neighborhood.**

| 5. Total Amount of Funding: | Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|--|--|---------------------------------------|-----------------------|
| \$ 674,798.00 | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | LP, GAA LI 1606A, FY 17-18, GR | \$ 674,798.00 |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ |
| | <input type="checkbox"/> Grantee Match | | \$ |
| Total Amount of Funding + Grantee Match, if any: | | | \$ 674,798.00 |

| | |
|--|---|
| <p>6. Department's Grant Manager Name: <u>Anna Kemp</u> or successor</p> <p>Address: <u>Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000</u></p> <p>Phone: <u>850-245-2904</u></p> <p>Email: <u>Anna.Kemp@FloridaDEP.gov</u></p> | <p>Grantee's Grant Manager Name: <u>Jongelene Adams</u> or successor</p> <p>Address: <u>207 Begonia Drive Pahokee, FL 33476</u></p> <p>Phone: <u>561-985-3984</u></p> <p>Email: <u>jadams@cityofpahokee.com</u></p> |
|--|---|

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

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

| | | |
|--|---|--------------------|
| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 | Section I, Item B. |
| Federal Award Identification Number(s) (FAIN): | | |
| Federal Award Date to Department: | | |
| Total Federal Funds Obligated by this Agreement: | | |
| Federal Awarding Agency: | | |
| Award R&D? | <input type="checkbox"/> Yes <input type="checkbox"/> N/A | |

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Pahokee

GRANTEE

By _____
(Authorized Signature) Date Signed

Rodney Lucas, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Anna Kemp, DEP Grant Manager

Zach Easton, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. 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.
- g. 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.
- h. 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.
- i. 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: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department’s notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- 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.

Attachment 1

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

14. Notice of Default.

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

15. Events of Default.

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee’s negligence, waive Department’s sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

25. 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.

26. 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.

27. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department’s Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled “Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. 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.

30. Independent Contractor.

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

31. Subcontracting.

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

32. 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.

33. 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.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. 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.

36. Grantee’s Employees, Subcontractors and Agents.

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

37. 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.

38. Compensation Report.

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

39. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0252

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 Pahokee East Lake Village 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 begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

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

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

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

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Pahokee East Lake Village Stormwater Improvements

PROJECT LOCATION: The Project will be located in the East Lake Village neighborhood within the City of Pahokee in Palm Beach County; Lat/Long (26.8207, -80.6606). See Figure 1 for a location map.

PROJECT BACKGROUND: In 2013, the City of Pahokee (Grantee) completed a comprehensive Stormwater Master Plan in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Stormwater improvements in the East Lake Village neighborhood area were identified as one of the top three priorities due to the lack of water flow, decay and excess vegetation causing reduced stormwater flow/release into the canals. The proposed improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by approximately fifty percent.

PROJECT DESCRIPTION: The Grantee will construct stormwater improvements in the East Lake Village neighborhood. The stormwater improvements will include upgrading existing pipe sizes, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, and removing pipes with negative slopes. The Project will also include permitting, geotechnical exploration, survey, and plans preparation for pipe installation to the existing canal.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study that will include geotechnical exploration, survey, and plans preparation for pipe installation to the existing canal within the East Lake Village neighborhood.

Documentation: The Grantee will submit the final pre-design report.

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

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

Task 2: Design and Permitting

Deliverables: The Grantee will complete the design of stormwater improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

Task 3: Bidding and Contractor Selection

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

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

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

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

Task 4: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

Task 5: Construction

Deliverables: The Grantee will construct stormwater improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

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

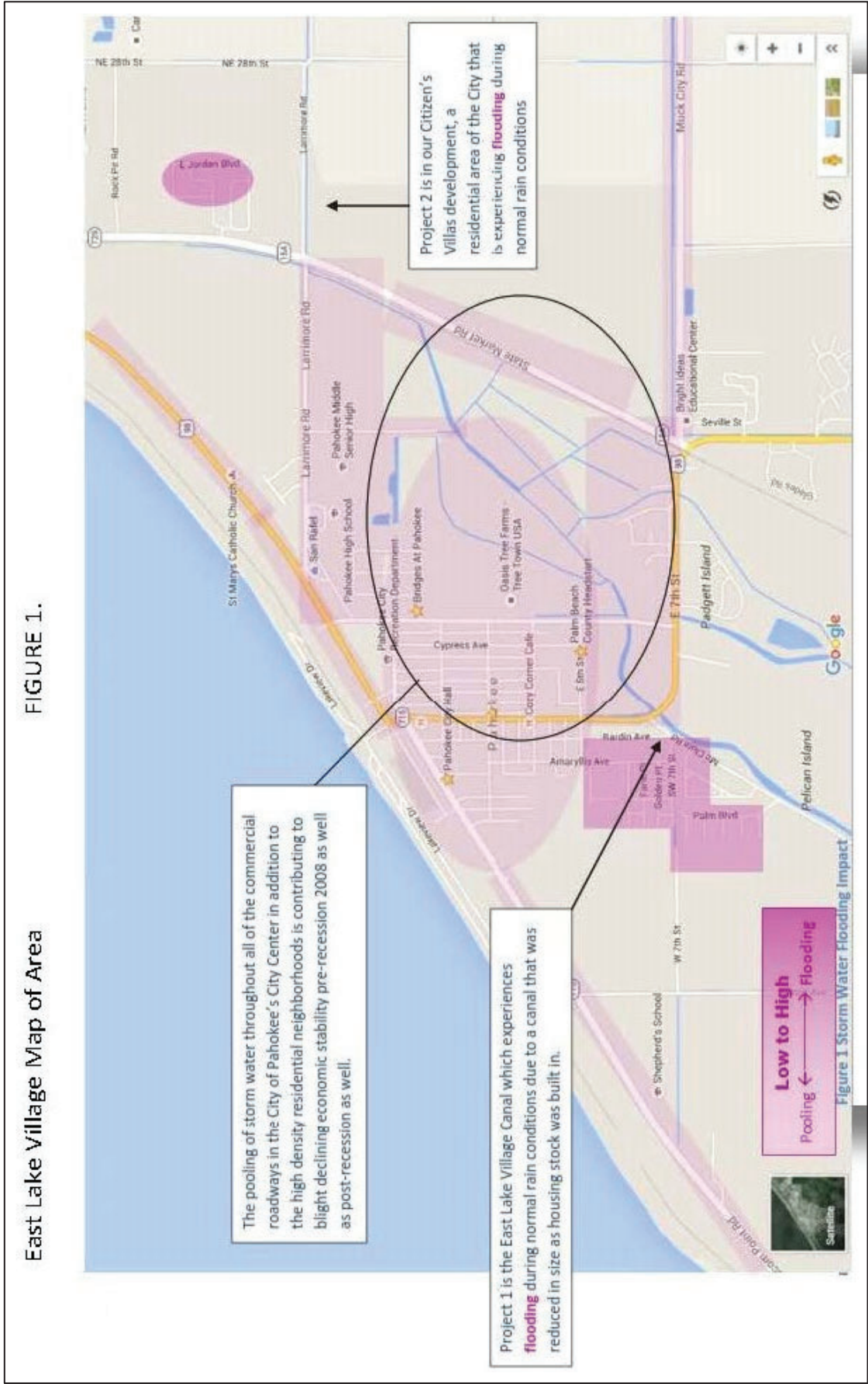
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|-----------------|----------------------------------|------------------------|---------------------|------------------------|----------------------|
| 1 | Pre-Design Study | Contractual Services | \$9,375 | 07/01/2017 | 09/30/2026 |
| 2 | Design and Permitting | Contractual Services | \$53,525 | 07/01/2017 | 09/30/2026 |
| 3 | Bidding and Contractor Selection | Contractual Services | \$15,375 | 07/01/2017 | 09/30/2026 |
| 4 | Project Management | Contractual Services | \$43,423 | 07/01/2017 | 09/30/2026 |
| 5 | Construction | Contractual Services | \$553,100 | 07/01/2017 | 09/30/2026 |
| Total: | | | \$674,798 | | |

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Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| 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 | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | State Appropriation Category |
| Original Agreement | Department of Environmental Protection | 2017-2018 | 37.039 | Statewide Surface Restoration and Wastewater Projects - LI 1606A | 140047 |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | State Appropriation Category |

| | |
|-------------|-----------|
| Total Award | \$674,798 |
|-------------|-----------|

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

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

¹ Subject to change by Change Order.
² Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

| | |
|---------------------------------|---|
| DEP Agreement No.: | LPA0252 |
| Project Title: | Pahokee East Lake Village Stormwater Improvements |
| Grantee Name: | City of Pahokee |
| Grantee's Grant Manager: | Jongelene Adams |
| Reporting Period: | Select Quarter Select Year |

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Pre-Design Study

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: June 16, 2023

GENERAL SUMMARY/BACKGROUND:

Early Learning Coalition of Palm Beach County has awarded the City of Pahokee Parks & Recreation Program with the American Rescue Plan Act (ARPA) Childcare Stabilization Subgrant funding for the afterschool program.

This ELC ARPA Childcare Stabilization Subgrant Round 2 Final Installment in the amount of \$17,768.00 will be used for the Parks & Recreation Afterschool program. Parks & Recreation was awarded this grant funding in June 2023.

BUDGET IMPACT: A TOTAL of \$17,768 increase will be added to the Parks & Recreation Afterschool Program budget.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of the ELC ARPA Childcare Stabilization Subgrant Round 2 Final Installment

ATTACHMENTS:

Resolution 2023 - 32

RESOLUTION 2023 - 32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING A GRANT AWARD FROM THE EARLY LEARNING COALITION OF PALM BEACH COUNTY REGARDING THE AMERICAN RESCUE PLAN ACT ROUND 2 FINAL INSTALLMENT FOR THE PARKS AND RECREATION AFTERSCHOOL PROGRAM; PROVIDING FOR THE ADOPTION OF RESPRESENTATION, PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, in June 2023 the City of Pahokee, Florida (“CITY”) was approved for a grant award from the Early Learning Coalition (ELC) of Palm Beach County American Rescue Plan Act (ARPA) Childcare Stabilization Subgrant Round 2 Final Installment; and

WHEREAS, the ELC grant was awarded for an additional amount of \$17,768.00 and is to be used for the City of Pahokee’s Parks & Recreation Afterschool Program; and

WHEREAS, the City Commission of the City of Pahokee has determined that approval of the Early Learning Coalition (ELC) of Palm Beach County American Rescue Plan Act (ARPA) Childcare Stabilization Subgrant Round 2 Final Installment is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT FOLLOWS:

Section 1. Adoption of Representations. The foregoing whereas clauses are hereby confirm as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization Approving Execution. The City Commission of the City of Pahokee hereby approves a grant award for an additional amount of \$17,768.00 to be used for the City of Pahokee’s Parks & Recreation Afterschool Program from the Early Learning Coalition (ELC) of Palm Beach County American Rescue Plan Act (ARPA) Childcare Stabilization Subgrant Round 2 Final Installment. The grant award is to be administered consistent with the initial award and in accordance with distribution set forth in Exhibit “A” hereto. The City Commission further authorizes the execution of all necessary agreements in accordance with this resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th day of June 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

| | | |
|-----------------------|-------------|------------|
| Commissioner Perez | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez | _____ (Yes) | _____ (No) |
| Commissioner Boldin | _____ (Yes) | _____ (No) |
| Vice-Mayor Murvin | _____ (Yes) | _____ (No) |
| Mayor Babb | _____ (Yes) | _____ (No) |

Rodney Lucas

From: Gregory Williams
Sent: Friday, June 16, 2023 11:16 AM
To: Rodney Lucas; Jongelene Adams; Joseph Martin; Carlos Mangual
Cc: Gleny Manzano; Sedric Clervan; Tasha Stinson
Subject: FW: ARPA Round 2 Final Installment

Good morning,

Greeting to the City of Pahokee management team, I would like to share that Parks & Rec department was awarded the ARPA Round 2 Final Installment for the amount of \$17,768.00. Payment will be paid by June 30, 2023 and if possible I would like it to go before the commission for approval please

Thanks for your assistance in helping my department solidify these grants

From: Gina Carello <Gina.Carello@elcpalmbeach.org>
Sent: Friday, June 16, 2023 10:29 AM
To: Gregory Williams <gwilliams@cityofpahokee.com>
Subject: ARPA Round 2 Final Installment

June 16, 2023

Good morning Gregory Williams,

Your ARPA Round 2 Final Installment amount will be paid by June 30, 2023.

The amount for your site ID# 8594 - CITY OF PAHOKEE AFTER SCHOOL PROGRAM will be \$ 17768.00

Payments will be made to your site via the current method we have on file.

Thank you,

Gina Carello
Director of Provider Services
The Early Learning Coalition of Palm Beach County
📞 561-214-7451 ✉️ Gina.Carello@elcpalmbeach.org
2300 High Ridge Road, Suite 115 Boynton Beach FL 33426



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 21 June 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee is the receipt of the Florida Department of Transportation (FDOT) Economic Development Transportation Fund (EDTF) for PHASE IV- Resurfacing of the City of Pahokee Streets – Contract G1605 – FM #443363-2-54-0 Supplemental Agreement No. 7.

This supplemental agreement allows the City of Pahokee time to complete the Resurfacing of PHASE IV Streets. Supplemental Agreement No. 7 is a legislative allocation of \$210,000. The terms of this agreement is from June 30, 2023 to December 31,2023.

This agreement allows the City an extension of time to complete the resurfacing of the Streets:

- West 3rd Street from Carissa Drive to South Lake Avenue
- West 2nd Street
- West 5th Terrace
- Dr. Martin Luther King Jr. Blvd.

BUDGET IMPACT: \$210,000.00 is reimbursable by FDOT

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this FDOT PHASE IV – Supplemental Agreement No. 7

ATTACHMENTS:

Resolution 2023 - 33
Exhibit “A” Supplemental Agreement #7

RESOLUTION 2023-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AMENDMENT TO THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT NO. 7 BETWEEN THE CITY OF PAHOKEE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida ("City") and the Florida Department of Transportation ("FDOT") desire to amend the State-Funded Grant Agreement - Contract G1605 FM #443363-2-54-01, entered into and executed on February 21, 2019 for the purpose of funding certain roadway resurfacing projects within the City in order to extend the completion deadline to December 31, 2023, and modify the deliverables of the State Funded Grant Supplemental Agreement No. 7 as set forth in Exhibit "A"; and

WHEREAS, the State Funded Grant Supplemental Agreement No. 7 between the City and FDOT, attached hereto as Exhibit "A", sets forth the terms and conditions of the amendment; and

WHEREAS, all provisions in the Agreement and previous supplements remain in effect, except as otherwise agreed upon; and

WHEREAS, the City Commission of the City of Pahokee, Florida ("City Commission") finds that entering into the State Funded Grant Supplemental Agreement No. 7 between City and FDOT, attached hereto as Exhibit "A", is in the best interest of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirm as being true, and the same are hereby made a specific part of this resolution.

Section 2. Approval of Amendment. The State-Funded Grant Supplemental Agreement No. 7, attached as Exhibit "A", is hereby approved.

Section 3. Authorization of Mayor. The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor to execute the State-Funded Grant Supplemental Agreement No. 7 between the City and the FDOT attached hereto Exhibit "A".

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th day of June 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

| | | |
|-----------------------|-------------|------------|
| Commissioner Boldin | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez | _____ (Yes) | _____ (No) |
| Commission Perez | _____ (Yes) | _____ (No) |
| Vice Mayor Murvin | _____ (Yes) | _____ (No) |
| Mayor Babb | _____ (Yes) | _____ (No) |

EXHIBIT "A"
FDOT PHASE IV CONTRACT GFM# 443363-2-54-01
STATE SUPPLEMENTAL AGREEMENT #7

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

7

CONTRACT NO.

G-1605

FPN

443363-2-54-01

Recipient: CITY OF PAHOKEE

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 21, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

This Supplemental Agreement ("SA") extends the term of the Agreement from June 30, 2023 to December 31, 2023.

Paragraph 3 of the Agreement is amended as follows:

This SA shall commence upon full execution by the parties and the Recipient shall complete the Project on or before December 31, 2023. If the Recipient does not complete the Project within this period, the Agreement will expire on June 31, 2023, unless a time extension is requested by the Recipient and granted by the Department prior to the expiration of the Agreement. Expiration of the Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under the Agreement for Project work that is not timely completed and invoiced in accordance with the terms of the Agreement; or for Project work performed prior to full execution of the Agreement.

Notwithstanding the expiration of the Project completion date, and as a result the potential unavailability of any unexpended State funding, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of the Agreement, unless the parties agree otherwise in writing.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The City of Pahokee experienced several changes in Administrative staffing, which impacted their ability to perform the Project work and the availability of resources for the past 1.5 years. In addition, the City advertised the Project in September 2022 and again in February 2023; however, to no avail the City did not receive any bidders. The City is consulting with their General Counsel on a different approach/ procurement method. The City still plans to readvertise the project sometime in September 2023 and shall run for a two-week period. This SA also extends the term of the executed State-Funded Grant Agreement (SFGA) to align with the anticipated construction schedule and avoid the expiration of the Agreement prior to Project completion.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

By: _____

Name:
Title:

Legal Review:
