



CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA

Monday, August 03, 2026 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

OPEN COMMISSION WORKSHOP

- 1.** PREPAC License Agreement
- 2.** Red Light Camera Discussion
- 3.** Interlocal Agreement for Use of Animal Shelter
- 4.** 2026-2027 SRO Agreement
- 5.** PRR Amendment re Drug-Free Workplace
- 6.** Quarterly Financial Report
- 7.** Policy Manual for Federal Rewards
- 8.** Interlocal Agreement for Hardee County Recreation Complex

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

OPEN CRA WORKSHOP

- 9.** CRA RFQ 26-02 Construction Manager at Risk Award Recommendation
- 10.** Construction Manager at Risk (CMAR) Services Contract
- 11.** Skyline Commercial Systems Contract
- 12.** CRA Master Redevelopment Plan Update

REMINDERS

ADJOURNMENT

REVOCABLE LICENSE AGREEMENT

Item # 1.

THIS LICENSE AGREEMENT (the “Agreement” or “License”) is entered into this _____ day of _____, 2026, by and between **CITY OF WAUCHULA, FLORIDA**, a municipal corporation authorized to do business in the State of Florida (“City”) and **PEACE RIVER ENTERTAINMENT & PERFORMING ARTS CENTER, INC.**, a Florida nonprofit corporation (“Licensee”), (City and Licensee sometimes together referred to hereinafter as the “Parties”).

RECITALS

1. City is the owner of the Historic City Hall & Auditorium (the “Facility”), which is located at 225 E. Main Street, Wauchula, FL 33873.
2. Licensee is a nonprofit organization and has requested permission to utilize portions of the Facility for rehearsals and performances.
3. The City is willing to grant a license to permit such use under the terms and conditions of this Agreement, while retaining full ownership, control and operational authority over the Facility.
4. The parties covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

ACCORDINGLY, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, City and Licensee hereby agree as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. GRANT OF LICENSE. City hereby grants to Licensee a temporary, revocable, non-exclusive license to use designated portions of the Facility, specifically, the auditorium seating area, stage, backstage areas, sound booth, and shared access to the foyer and concession area in connection with theatrical rehearsals and performances or other entertainment or performing arts events produced by Licensee (the “Permitted Uses”). This license does not include office spaces, City Commission Chambers, or any leased tenant areas in the Facility. Licensee shall not represent itself as the owner or operator of the Facility; however, Licensee may identify the Facility as the location of its productions. Licensee may permit use of the portions of the facility designated in this Section 2 by other parties acting under Licensee’s direction or control (collectively, “Licensee Parties”). Licensee shall remain responsible for all acts and omissions of Licensee Parties under this Agreement. Licensee shall not remodel, renovate, or otherwise permanently alter any portion of the Facility without the written permission of the City. Licensee shall not create unsafe conditions, or maintain any activity or condition that may constitute a nuisance. Licensee may assign this Agreement only with the prior written consent of City, which shall not be unreasonably withheld. Any approved assignee shall assume all obligations of Licensee under this Agreement.

SECTION 3. DURATION AND REVOCABILITY. The license granted by this Agreement shall commence on the Effective Date and shall continue until June 30, 2027, (the “Initial Term”), unless earlier revoked by the City as provided herein. Upon expiration of the Initial Term, this Agreement may be renewed for successive one (1) year terms upon written mutual agreement

of the Parties ("Renewal Term"). Licensee shall have no automatic right to renewal or extension of this Agreement. The Parties intend to continue this Agreement in good faith so long as Licensee remains in compliance with the terms of the Agreement. The City reserves the right to modify the terms and conditions of any Renewal Term, including but not limited to adjustments to the annual facility use fee, scheduling provisions, and operational requirements. The City will provide modified terms to the Licensee 90 days prior to the expiration of the current agreement term. Notwithstanding the foregoing, this License shall remain revocable by the City in accordance with the terms of this Agreement. Upon expiration or revocation of the license, all rights granted herein shall terminate.

SECTION 4. COST AND EXPENSES. Licensee shall pay to City an Annual Facility Use Fee equal to the greater of:

(1) a Base Annual Contribution of One Thousand Dollars (\$1,000.00), payable in quarterly installments. The Base Annual Contribution will be prorated by quarter should the facility not be available for use due to construction, damage, or other reason. Upon each Renewal Term, the Base Annual Contribution shall increase by 3 percent (3%) unless otherwise agreed in writing by the Parties;

or

(2) a Revenue-Sharing Contribution equal to 5 % of ticket sales, net of processing fees and talent revenue share, generated from events presented, produced, hosted, promoted, or sponsored by Licensee at the Facility. Within 30 days of the close of an event, Licensee shall provide the City an accounting statement detailing all ticket sales. Licensee shall provide reasonable documentation of ticket sales upon request by the City. If 5% of ticket sales, net of processing and talent revenue share, exceeds the Base Annual Contribution paid to date, Licensee shall remit the difference between the total Base Annual Contribution and the Base Annual Contribution paid to date, to the City within 90 days after the close of the event.

Within 30 days after the Term, the parties shall reconcile the total Base Annual Contribution and total Revenue Sharing Contribution. If 5% of the total ticket sales, net of processing and talent revenue share, exceeds the total Base Annual Contribution for the Term, Licensee shall pay the remaining balance of the Revenue Sharing Contribution to the City within 15 days of the parties' documented reconciliation.

The Annual Facility Use Fee is intended to help offset utilities, maintenance, operational expenses, and general upkeep of the Facility, including access to City-owned lighting and sound systems, as well as continued availability of the Facility for Licensee's rehearsals, performances, and approved storage.

Except as otherwise provided herein, Licensee shall be solely responsible for all costs and expenses associated with Licensee's activities and use of the Facility.

SECTION 5. CONDITIONS TO LICENSE; RELEASE OF CITY.

(1) Licensee agrees that the Facility shall be utilized solely for the Permitted Uses set forth in Section 2 and otherwise in accordance with this Agreement. Licensee accepts the Facility in its "AS IS, WHERE IS" condition, without any representation or warranty of any kind, whether express or implied, from City or City Parties. Neither City nor any of its members,

employees, agents, representatives, contractors, engineers, surveyors, consultants, analysts, assigns, guests, invitees, or any parties acting under City's direction or control (collectively, "City Parties") has made or makes any warranty or representation regarding the Facility, including its physical condition, suitability for any use, or compliance with applicable laws. Licensee acknowledges that it has had full access to the Facility prior to the Effective Date, has had the opportunity to inspect the Facility to the extent deemed necessary, and is satisfied with its condition. Licensee further agrees that its acceptance of the Facility without warranties is a material inducement for City to enter into this Agreement. Licensee assumes all risks relating to the Facility and its condition, including any latent or patent defects, known or unknown. Except as expressly provided herein, City shall have no obligation to maintain, repair, or improve the Facility or to cause the Facility to comply with any laws, ordinances, regulations, or codes.

(2) Except as otherwise stated herein, Licensee hereby assumes all risk of loss, damage, injury, or liability of any kind arising out of or related to Licensee's use, occupancy, or maintenance of the Facility, including, without limitation, any injury to persons, damage to property, or claims by third parties. This includes, without limitation, property which may now or hereafter be placed in, on, or about the Facility during the Term, whether or not such property is there with the consent of City, and City shall have no liability therefore. Except as otherwise stated herein, Licensee hereby waives, releases, and discharges any and all claims against City arising out of or in any way connected with the Facility including any loss, liability, damage, costs or expenses whatsoever, suffered by Licensee or Licensee Parties.

SECTION 6. LICENSEE'S COVENANT AGAINST LIENS. Licensee shall promptly pay, or cause to be paid, all costs for work performed by Licensee or Licensee Parties on or about the Facility. Licensee shall keep the Facility free and clear of all liens, charges, or encumbrances arising from work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall have no power or authority to create any lien, charge, or encumbrance on the Facility and shall notify all persons performing work or providing materials on Licensee's behalf of this restriction. No contractor, supplier, or materialman dealing with Licensee shall be entitled to a lien, charge, or encumbrance on the Facility. Licensee shall indemnify, defend, and hold City harmless from any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses, including attorneys' fees and court costs, arising from liens, claims, charges, or encumbrances related to work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall immediately notify City in the event Licensee receives or learns of any such claim of lien, charge or encumbrance. In the event any such claim of lien, charge or encumbrance shall be filed against the Facility and is not fully paid and satisfied or otherwise discharged of record within thirty (30) days after notice to Licensee, this Agreement shall automatically terminate, along with all rights and obligations contained herein, except those which by their terms survive any termination or expiration. Licensee shall, promptly upon request, furnish City satisfactory evidence of the payment of any such claims of lien, charges or encumbrances. The obligation of Licensee to pay such claims of lien, charges or encumbrances, as provided herein, and the obligation of Licensee to indemnify and hold City harmless from claims of lien, charges or encumbrances provided herein shall survive the termination or expiration of this Agreement.

SECTION 7. STORAGE AND REMOVAL OF LICENSEE PROPERTY; MAINTENANCE.

(1) Licensee may store theatrical sets, props, costumes, concession equipment, and related materials within designated areas of the Facility as approved by the City, including backstage areas, loft spaces, and a designated portion of the concession area.

Licensee shall maintain all stored materials in a safe, clean, and orderly condition at all times. Licensee shall ensure that:

- (a) Fire exits, access points, and walkways remain unobstructed;
- (b) Fire safety equipment remains accessible;
- (c) Materials are stored in a manner consistent with applicable safety and fire regulations.

Licensee shall not allow accumulation of excess, unused, or unsafe materials. The City reserves the right to require removal, reduction, or reorganization of stored materials if, in the City's determination, such materials create safety concerns, interfere with operations, or exceed reasonable storage limits after notice to Licensee. All materials stored by Licensee shall remain the sole responsibility of Licensee. The City shall not be responsible for any loss, theft, or damage to Licensee's property stored within the Facility.

(2) Upon expiration or termination of this Agreement for any reason, Licensee shall, at its sole cost and expense, remove all equipment, materials, sets, props, costumes, concession items, and any other personal property from the Facility. Such removal shall occur within thirty (30) days following termination, unless otherwise directed by the City. Any property not removed within such time may, at the City's option:

- (a) Be removed and disposed of by the City at Licensee's expense, or
- (b) Be deemed abandoned.

(3) Licensee shall not make, allow, or permit any additions, alterations, or improvements to the Facility without prior written consent of City. Licensee shall not place or maintain any articles or materials of a dangerous, flammable, explosive, or otherwise hazardous nature within the Facility, and shall not perform any act that could increase the risk of fire, injury, or property damage.

(4) Licensee shall neither keep nor have in the Facility any article or thing of a dangerous, inflammable or explosive character or do anything in or about the Facility that might unreasonably increase the danger of fire or that might be considered hazardous by any responsible insurance company, or in any way tend to increase the casualty insurance rates for the Facility. Licensee shall not create either through acts of commission or omission Hazardous Substance (as hereinafter defined) contamination on the property. Licensee hereby expressly agrees to hold City harmless from and against any loss or damages resulting from failure to comply with this section. This indemnity shall expressly survive the expiration or termination of the Agreement. "Hazardous Substance" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super fund or environmental clean up statutes. Notwithstanding the foregoing, "Hazardous Substance" shall not include any substances used for agricultural purposes and not in violation of applicable law at the time of use.

(5) Licensee shall maintain all backstage, stage, dressing rooms, concession, storage and other production-related areas utilized by Licensee in a clean and orderly

condition during and following its activities. Licensee shall be responsible for routine cleaning associated with its rehearsals, performances, concessions, backstage use, and related activities, including removal of trash and restoration of areas used by Licensee to their pre-use condition. During Licensee production periods, Licensee shall be responsible for providing consumable supplies utilized primarily in connection with Licensee activities within backstage and production-related areas. The City shall remain responsible for general building maintenance, repairs, and periodic custodial services, and upkeep of common/public areas of the Facility.

SECTION 8. TERMINATION OR REVOCATION OF LICENSE.

(1) In the event that Licensee fails to timely or properly discharge any of its obligations set forth in this Agreement, City may immediately terminate this Agreement, along with all rights and obligations contained herein, except those which by their terms survive any expiration or termination of this Agreement without any liability to City. Except in cases involving safety concerns, the City shall provide reasonable notice and an opportunity to cure. The obligations of Licensee set forth in this Section 8 shall survive termination or expiration of this Agreement.

(2) This License shall be revocable upon written notice by the City if any of the following occurs:

- (a) Licensee breaches any term of this Agreement during the Term;
- (b) City determines that the Facility is needed for any public purpose;
- (c) Licensee represents itself as owner/operator of the Facility;
- (d) Failure to pay annual fee.

SECTION 9. OCCUPANCY AND USE OF THE FACILITY.

(1) Licensee shall use the Facility only for the Permitted Uses specified in Section 2 of this Agreement and for any reasonable accessory uses. Licensee shall not use, or permit use of, the Facility for any illegal, immoral, or improper purpose. Licensee shall not create or allow any condition that may constitute a public or private nuisance, be deemed hazardous by the City or City's insurer, or otherwise disturb the peace, comfort, or safety of neighbors.

(2) The City retains sole authority over scheduling of the Facility. Licensee shall submit requested rehearsal and performance dates in advance for approval by the City. The City reserves the right to prioritize City events and revenue-generating rentals when reviewing and approving requested dates. Once dates are approved and scheduled by the City, the City will make reasonable efforts to not displace such scheduled performances and, to the extent practicable, scheduled rehearsals, except in the cases of public necessity, such as to accommodate emergency activities or governmental functions that cannot be reasonably accommodated otherwise. Approval of recurring rehearsal times does not guarantee exclusive or permanent use.

(3) Licensee may utilize the concession area during its events and may store concession equipment and non-perishable supplies in a designated area approved by the City. The concession area remains available for use by other authorized users of the Facility.

(4) All lighting, video, and sound equipment is owned by the City. Only individuals approved by the City may operate such systems. Licensee's trained volunteers are considered approved to operate all lighting, video, and sound equipment. Licensee may, at its discretion, provide technical support services to other renters of the Facility; however, other renters are not required to utilize Licensee for technical services. Any compensation arrangements for technical support services shall be solely between Licensee and the renter, and the City shall have no responsibility for such arrangements.

(5) Licensee shall have access to the Facility at times reasonably necessary to conduct its approved rehearsals, performances, and related activities. Such access may include recurring or ongoing access as coordinated with the City. Notwithstanding the foregoing, the City retains the right to limit or modify access to the Facility as reasonably necessary for operational, safety, or scheduling purposes. Keys, alarm codes and access devices remain the property of the City and may not be duplicated or distributed without authorization.

SECTION 10. INSPECTION BY CITY. The City and its agents shall have the right to enter the Facility at any time in order to inspect the safety, sanitation, maintenance, and use of the Facility, and to ensure that Licensee is in full compliance with its obligations under this Agreement. Nothing in this section shall limit or modify Licensee's obligations or responsibilities under this Agreement. The City will make reasonable efforts to not displace scheduled performances, to the extent practicable, except in the cases of public or emergency necessity.

SECTION 11. INDEMNITY. Licensee shall protect, indemnify, save harmless, and defend City and City's Parties from and against any and all claims, suits, demands, liabilities, obligations, penalties, causes of action, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' and paralegals' fees, whether or not suit is brought, and whether arising from mediation, arbitration, litigation, administrative proceeding, bankruptcy or, on appeal) arising out of: (i) the exercise by Licensee or Licensee Parties of Licensee's rights or obligations under this Agreement; (ii) the acts or omissions of anyone acting under Licensee's direction, control, or on Licensee's behalf; or (iii) the negligent acts, errors, or omissions of Licensee or Licensee Parties in connection with this Agreement. This indemnity shall not apply to the extent any claim, loss, or liability is caused by the negligence of City or City's Parties. Licensee retains the right to select counsel of its choice in the event this Section is triggered. The obligations of this Section shall survive the expiration or termination of this Agreement.

SECTION 12. INSURANCE & RISK OF LOSS. Licensee shall, at its sole cost, maintain throughout the Term of this Agreement insurance reasonably acceptable to City, with the following minimum coverage:

(A) **Comprehensive General Liability Insurance:** Licensee shall maintain insurance on an occurrence form with a combined single limit of \$1,000,000 per occurrence and an annual aggregate limit of \$1,000,000, which shall include coverage for broad form property damage and personal injury liability.

The City of Wauchula, including its officers, employees, agents, and volunteers, shall be named as an Additional Insured on all liability policies required under this Agreement. In the above policy, Licensee agrees to waive and will require its insurers to waive any rights of subrogation

or recovery they may have against City.

Licensee shall provide proof of coverage acceptable to City annually on the anniversary of the Effective Date. Licensee shall promptly notify the City of any cancellation, non-renewal, or material change in coverage. Failure to maintain coverage shall constitute a default under this Agreement.

City will not insure, nor be responsible or liable for, any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased, or borrowed by the Licensee Parties, or their employees, agents, or contractors.

SECTION 13. NON-EXCLUSIVE LICENSE. The City expressly reserves the right to permit other individuals, organizations, or entities to use the Facility, including the auditorium (seating area, stage, and backstage areas), foyer, concession area, sound booth, and other common areas, at any time, subject to the City's scheduling authority. Licensee acknowledges that the Facility is a shared public facility and agrees that its use shall not interfere with or restrict the use of the Facility by the City or other authorized users. The City shall have the right to enter and use the Facility at any time for governmental, operational, or rental purposes, provided such use does not unreasonably interfere with Licensee's scheduled and approved activities.

SECTION 14. NOTICES. Any notices which may be permitted or required under this Agreement shall be in writing and shall be deemed duly given as of the date and time the same are personally delivered, transmitted electronically (including by fax or email), or within five (5) days after depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or within three (3) day after depositing with overnight delivery service from which a receipt may be obtained, and addressed as follows:

To City: 126 South 7th Street
Wauchula, FL 33873
Attention: City Manager
ominshew@cityofwauchula.com

With copies to: Kristie Hatcher-Bolin, Esquire
Gray-Robinson, P.A.
One Lake Morton Drive
Lakeland, FL 33801
Telephone: (863) 224-2200
kristie.hatcher-bolin@gray-robinson.com

To Licensee: P.O. Box 2078
Wauchula, FL 33873
tech.support@myprepac.com

Either party may designate a different address for notices by providing written notice to the other party in accordance with this Section.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between Licensee and City relating to Licensee's license for the Facility and supersedes all prior agreements, understandings, or representations, whether written or oral. This Agreement may only be amended, waived, discharged, or modified by a written instrument

executed by the party against whom enforcement of such amendment, waiver, discharge or modification is sought.

SECTION 16. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Hardee County, Florida.

SECTION 17. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or an employer/employee relationship between the parties. Licensee shall at all times be deemed an independent contractor and shall not be an agent or representative of City.

SECTION 18. EFFECTIVE DATE. When used herein, the term "Effective Date" shall mean the last date that either City or Licensee executes this Agreement.

SECTION 19. NON-WAIVER. No failure of either party to exercise any right or power under this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 20. AMENDMENT ONLY BY WRITING. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by both Licensee and City.

SECTION 21. SUCCESSORS/ASSIGNS. This License is personal to Licensee and shall not be assigned, transferred, or conveyed except with the prior written consent of City. The provisions of this Agreement shall inure to the benefit of and be binding upon Licensee and, if applicable, any permitted assignee approved in writing by City. Nothing in this Agreement shall create any right in any successor, heir, or other person to continue the License, and this License does not run with the land. City retains the exclusive right to revoke this License in accordance with the terms of this Agreement.

SECTION 22. TIMING. Time is of the essence of this Agreement. If any time for performance falls on a Saturday, Sunday, or legal holiday, such time shall be extended to the next business day.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

ATTEST:

CITY OF WAUCHULA, a Florida municipal
corporation

Stephanie Camacho, City Clerk

By: _____
Richard Nadaskay, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF
WAUCHULA, FLORIDA, ONLY.

Kristie Hatcher-Bolin, City Attorney

Signed, sealed and delivered in the
presence of:

LICENSEE

Witness Signature

Name:

Witness Print

Title:

Witness Signature

Date:

Witness Print

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by _____, who is personally known to me or has
produced _____ as identification.

Notary Signature

(Notary Seal)

Wauchula Police Department

Red-Light Camera Presentation for the
Wauchula City Commission

Presented by Chief Ron Curtis
August Workshop 2026

Overview

- Technology in policing
- Automated “Red-Light” enforcement technology.
- Countermeasure to reduce crashes and injuries.
- Signalized intersections are complex.
- Right-angle crashes more likely to cause serious injuries or death.
- Intersection crashes often impact individuals who are not at fault.

The Problem

- A substantial portion of roadway incidents.
- More likely to result in injury or death.
- In FL over one-quarter of all crashes occur at intersections and one-third result in injury or fatal outcomes.
- Wauchula 2025 – 172 crashes, with 68 or 40% of those crashes occurring in or near intersections.
- Wauchula saw no serious injury or death crashes.
- Current data suggests no urgent crisis in

Causes of Red-Light Violations

- Influenced by:
 - Driver behavior
 - Distraction (cell phones)
 - Impatience
 - Environmental conditions
 - Roadway design
 - The “dilemma zone”
 - Visibility limitations
 - Signal timing

Red-Light Enforcement in Florida

- Automated systems that detect vehicles entering intersections after the signal turns red.
- In FL they are authorized under the Mark Wandall Traffic Safety Act.
- Civil infractions
- Monetary fines – NO points unless contested further.

Effectiveness

- National research shows they reduce violations
- Reduce sever types of crashes including fatal and angle crashes
- Studies show increases in rear-end crashes
- Mixed effect on total crash frequency

Costs and Policy Considerations

- Vendor based model.
- Zero cost to the City.
- Are they fair to citizens?
- Are they a governmental money grab?
- Is the program accepted and encouraged by the public?

Citizen Considerations

- Some Citizen Comments from Social Media *(Verbatim quotes including spelling errors)*
 - Its probably a **huge money grab** but it will save lives. So many times I have driven thru hardee and back when I lived there did I avoid many accidents. Thank God for whoever helped put that light in. Long over due project.
 - Polk county have pulled several of their cameras.
 - Nothing but **a money grab**.
 - No...its like blaming a road being dangerous it's the drivers
 - I know somebody that got a ticket and they wasn't the



Here's the nightmare. The light turns green, it's clear to go through



0:00 / 3:54



19

Florida red light camera enforcement faces major legal challenge

Item # 2.



Nine

Video player controls including a play button (circled in yellow), a progress bar showing 0:00 / 2:49, and various icons for volume, settings, and sharing.

Man raises concerns about Pensacola red light camera ticket, says he was out of town

Item # 2.







Red-Light Enforcement in Wauchula

- 8 signalized intersections.
- One is higher risk than all others.
- Traffic study and current crash data do not justify a city-wide implementation.
- Proactive measures at 2 may help prevent future injury and/or fatal crashes.

Police Department Considerations

- Two sworn Wauchula PD would handle the daily needs.
- Sworn officers approve or reject the issuance of a citation.
- Implementing this program would not free officers to address other policing priorities or needs.
- Implementing this program would increase workload.
- Crashes consume only a small portion of the department's overall workload.

Are They Constitutional?

- There has been some recent discussion regarding a court case in Florida that may impact the use of red-light cameras.
- Broward County judge, Steven P. DeLuca, issued a ruling in an individual case that questioned the constitutionality of how red-light camera citations are issued under Florida law.
- Judge DeLuca's ruling applies only to that specific case at the trial court level and does not invalidate red-light camera enforcement statewide.
- Monitor closely but don't make immediate changes to any current or proposed programs.
- That said, if this legal argument is ultimately upheld at higher levels, it could have meaningful implications. It could require agencies to prove who was actually driving the vehicle at the time of the violation.
- This case presents a legitimate legal question that could impact red-light camera enforcement in the future, but it is not a definitive or controlling decision.

Conclusion

References

- Vox. (2016, July 16). *Why red-light cameras are a scam* [Video]. YouTube. <https://www.youtube.com/watch?v=RXeSKzq79as>
- WFTV Channel 9 (2026, March 10). *Florida red light camera enforcement faces major legal challenge* [Video]. YouTube. <https://youtu.be/kJRUCmeKThE?si=W7QmFmh29z6E4Qz2>
- WEAR Channel 3 (2026, June 22). *Man raises concerns about Pensacola red light camera ticket, says he was out of town* [Video]. YouTube. <https://youtu.be/dakPb6roLEM?si=xSqx2JN13opmy9dE>
- Toby, J. (2026, June 22). *This is Jacob Rockwell speaking at a recent Pensacola City Council meeting about a red-light camera* [Video]. YouTube. <https://youtube.com/shorts/qHh2Q96yYy0?si=NEcRqwz8ZaFdj1kv>
- Tampa Bay 28 (2011, April 12). *Activists protest red light camera* [Video]. YouTube. <https://youtu.be/jVA7B1PEV1E?si=fdlMWxJD9-SpHjR>

**INTERLOCAL AGREEMENT FOR USE OF ANIMAL SHELTER BETWEEN THE
HARDEE COUNTY SHERIFF AND THE CITY OF WAUCHULA, FLORIDA**

THIS AGREEMENT is made and entered into this ____ day of _____ 2026, by and between the **HARDEE COUNTY SHERIFF** (hereafter "SHERIFF"), and the **CITY OF WAUCHULA, FLORIDA** a municipal corporation of the State of Florida (hereafter "CITY"), as follows.

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, authorizes the SHERIFF and the CITY to enter into Interlocal Agreements to ensure the most efficient use of their respective powers and to exercise jointly, any power, privilege, or authority which such agencies share in common, and which might exercise separately; and,

WHEREAS, the SHERIFF and CITY have determined that it is in the interest of the public health, safety and welfare to provide for animal control services in their respective jurisdictions; and,

WHEREAS, both the SHERIFF and CITY require the use of an animal control shelter in providing animal control services; and

WHEREAS, the SHERIFF and CITY have determined that it would be to their mutual benefit to enter into an Agreement providing for the use of a portion of the animal shelter by the CITY for a term of one (1) year; and,

WHEREAS, this Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto the other party at least thirty (30) days prior to the date of termination.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. CITY's Use of Premises. The SHERIFF agrees that the CITY may use the Hardee County Animal Shelter, which is owned by the Hardee County Board of County Commissioners and operated by the SHERIFF through interlocal agreement, for animal control purposes only. Parties agree that any pictures including animals, Animal Service Unit (ASU) facilities and/or HCSO staff shall not be published in any format without express permission from the SHERIFF or his designee. CITY agrees not to take photographs of any facilities operated by SHERIFF for publication or use other than for animal transfer or intake procedures as directed by ASU as described in Section 4 below.

When the CITY impounds an animal, they shall have a responsibility for costs of care of that animal impounded by CITY. The CITY shall pay an annual flat fee of \$12,000.00 for the

costs of the care for animals impounded by the CITY. These costs include but are not limited to food, medicine, and associated veterinary services needed to care for the animals impounded by the CITY. This annual fee is separate from the amount contemplated under Section 7, Sharing. Expenses and will be billed quarterly.

Section 3. CITY's Maintenance of Records. The CITY agrees to maintain records of animal impoundments for animals impounded by the CITY.

Section 4. SHERIFF'S Responsibility for Care of Animals. The SHERIFF shall be solely responsible for the feeding, cleaning, health, care, and humane euthanasia and sanitary disposal of animals impounded by the CITY. Animals impounded by the CITY at the Animal Shelter shall be cared for in accordance with the standards of the SHERIFF. CITY shall follow Animal Services Unit (ASU) Supervisor instructions for animal intake. This includes notification by CITY to ASU via e-mail at AnimalServices@HardeeSO.com when animals are captured for impound by CITY outside of ASU kennel hours. The CITY must include a photo of the impounded animal and any related reports with information identifying subject animals, including owner and/or victim information prior to the transfer of any animal to ASU. The SHERIFF shall coordinate all animal adoptions with ASU as the main point of contact.

Section 5. Maintenance of Premises. The CITY shall not commit, or suffer to be committed, any waste on the premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the premises.

Section 6. Term; Termination. This Agreement shall become effective as described below and shall remain in effect for a period of one (1) year from the effective date. This Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto the other party at least thirty (30) days prior to the date of termination.

Section 7. Sharing Expenses. The CITY agrees to pay the SHERIFF \$20,287.29, with quarterly payments of \$5,071.82, for daily operating costs of shelter to include boarding, feeding, cleaning, veterinary transport, and humane euthanasia and sanitary disposal of animals impounded. The CITY and SHERIFF agree to continue sharing all costs for the operation and maintenance of the Animal Shelter, including but not limited to the cost for water, electricity, insurance, license or license renewals, painting, septic repairs or replacement, fencing repairs or replacement, concrete repairs or replacement, roofing repairs or replacement, cleaning, and cleaning supplies. The parties' respective shares of the costs for maintenance of the Animal Shelter shall be sixty-seven (67%) percent for the SHERIFF, and thirty-three (33%) percent for the CITY. The SHERIFF shall invoice the CITY, on a quarterly basis, and CITY shall pay such costs in accordance with the provisions of the Florida Prompt Payment Act.

The CITY and SHERIFF agree to a 3% annual cost adjustment should the contract be extended to account for any increased expenses related to the operation and maintenance of the Animal Control Shelter.

Section 8. Adoption Fees, Impoundment Fees, and Fines. The SHERIFF shall receive all adoption and impoundment fees associated with any animals impounded by the CITY. The CITY shall retain all fines associated with violations of CITY ordinance regarding animals (i.e., running at large, rabies vaccinations, etc.).

Section 9. Licensing and Purchase of Controlled Substance. The CITY and SHERIFF shall be responsible for obtaining and maintaining the DEA license and pharmacy permit required for the purpose of ordering and purchasing sodium pentobarbital and for the disposal of sharps used in the humane euthanasia of animals. The SHERIFF'S Office Animal Services Unit will keep all required records for usage and administration in accordance with state laws. Only SHERIFF'S Office authorized users are to have access to the controlled substances. The SHERIFF shall be responsible for human euthanasia of CITY animals. The SHERIFF'S Office Animal Services Unit shall keep a separate record for the sodium pentobarbital used for the CITY. The CITY shall pay the SHERIFF for such sodium pentobarbital in accordance with the provisions of the Florida Prompt Payment Act, upon invoice for such costs from the SHERIFF.

Section 10. Annual Meeting. The SHERIFF and CITY shall meet annually in March to discuss any capital improvements necessary for the operation of the Animal Shelter and to discuss budgetary issues relating to the shelter and this Interlocal Agreement for the coming fiscal year.

Section 11. Agreement to Cooperate. The SHERIFF and CITY shall exercise their best efforts to cooperate in their use of the Animal Shelter. The parties agree not to interfere with or prevent each other in lawfully executing their animal control duties. Each party agrees to consider the reasonable request of the other party relating to the Animal Shelter and animal control issues.

Section 12. Cooperation in Emergency Animal Control Activities. The SHERIFF and CITY agree to make their best efforts to assist each other in working emergency animal control complaints which may arise in the incorporated and unincorporated areas of Hardee County. Any employee overtime incurred by a party's rendering aforementioned emergency assistance shall be reimbursed by the party requesting such assistance. The SHERIFF and CITY agree to work towards the adoption of uniform animal control ordinances.

Section 13. Indemnity. Each party will be solely responsible for the wrongful acts and omission of its agents, servants, and employees in connection with their respective animal control programs and their respective activities at the Animal Shelter. The CITY shall indemnify and hold harmless the SHERIFF from all suits, actions, claims, demands and liabilities of whatsoever kind arising out of the wrongful acts or omissions of the CITY, its agents, servants, and employees. The SHERIFF shall indemnify and hold harmless the CITY from all suits, actions, claims, demands and liabilities of whatsoever kind arising out of the wrongful acts or omissions of the SHERIFF, its agents, servants, and employees. However, nothing contained herein shall constitute a waiver by either party of their sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes. The indemnity and hold harmless obligations of Parties shall survive the termination of this Agreement.

Section 14. Applicable Law and E-Verify. This Interlocal Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Parties affirmatively state that they are registered with and use the E-Verify system, as defined in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees.

Section 15. Severability. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Interlocal Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein. The other provisions of this Interlocal Agreement, as modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

Section 16. Waiver. Unless otherwise specifically provided for by the terms of this Interlocal Agreement, no delay or failure to exercise a right resulting from any breach of this Interlocal Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive either expressly or impliedly any other breach, under this Interlocal Agreement.

Section 17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heir, legal representatives, successors, and assigns, but neither this Agreement nor any of the rights hereunder shall be assignable by consultant.

Section 18. Modifications. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

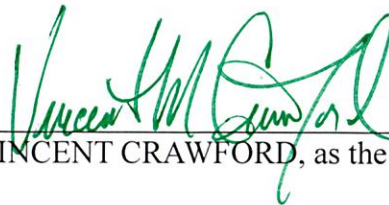
Section 19. Extent of Interlocal Agreement. This Interlocal Agreement represents the entire and integrated agreement between the SHERIFF and the CITY and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the use thereof by the CITY. This Interlocal Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

Section 20. Notices. Notices required by or related to this Interlocal Agreement shall be sent by First Class United States mail, postage prepaid. Notices to the SHERIFF shall be sent to Sheriff of Hardee County, 900 E. Summit St, Wauchula, Florida 33873, and notices to the CITY shall be sent to: City Manager, 126 South Seventh Avenue, Wauchula, FL 33873.

Section 21. Effective Date: This Interlocal Agreement shall be effective upon October 1, 2026, so long as the parties have filed or caused to be filed a fully executed copy of this Interlocal Agreement with the Clerk of the Circuit Court of Hardee County, Florida, pursuant to Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

**SHERIFF OF HARDEE COUNTY,
FLORIDA**



VINCENT CRAWFORD, as the SHERIFF

VICTORIA L. ROGERS, Clerk

(Seal)

ATTEST:

**CITY OF WAUCHULA, FLORIDA, a
Florida municipal corporation**

STEPHANIE CAMACHO, City
Clerk

(SEAL)

By:

KEITH NADASKAY, JR., Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

KRISTIE HATCHER-BOLIN
City Attorney



AMANDA HORTON
HCSO General Counsel

**WAUCHULA ELEMENTARY SCHOOL AGREEMENT BETWEEN
THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA
AND
THE CITY OF WAUCHULA, FLORIDA, AND THE WAUCHULA POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the SCHOOL BOARD OF HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter the "SCHOOL BOARD"), AND CITY OF WAUCHULA, FLORIDA (hereafter "CITY").

RECITALS

1. The SCHOOL BOARD and the CITY desire to provide law enforcement and related services to Wauchula Elementary School of Wauchula, FL, beyond those normally provided, and to provide a positive image of law enforcement through interaction with students by law enforcement officers; and
2. A School Resource Officer Program has been implemented for Wauchula Elementary school within the City of Wauchula as hereinafter described; and
3. The SCHOOL BOARD and the CITY recognize the potential outstanding benefits of the School Resource Officer Program to the residents of the City of Wauchula, Florida, and particularly to the students at Wauchula Elementary School; and
4. It is in the best interests of the SCHOOL BOARD, the CITY, and the residents of the City of Wauchula to establish this program.

Section 1. School Resource Officer Program. This Agreement governs the School Resource Officer Program in the public-school system with the Wauchula Police Department for the period 10/01/2026 throughout 9/30/2027.

Section 2. Rights and Duties of the CITY. The CITY shall provide a School Resource Officer, hereinafter referred to as SRO, as follows:

A. Assignment of School Resource Officer.

The CITY shall assign regularly employed officers to the Wauchula Elementary School for the period of 10/01/2026 through 09/30/2027. If an SRO is unavailable, the CITY will use their best efforts to provide a replacement SRO. During the pendency of a replacement, the CITY will utilize certified law enforcement personnel to the SRO program to provide temporary coverage until a replacement SRO has been assigned. All personnel assignments will be in the sole discretion of the CITY.

B. Regular Duty Hours of School Resource Officer.

The SRO shall be assigned to his/her school on a full-time or part-time basis on those days and during those hours that the school is in regular session. The SRO may be temporarily re-assigned by the CITY during school holidays and vacations, for training, or during the period of a law enforcement emergency.

C. Equipment of School Resource Officer.

All equipment purchased by the CITY for the SRO to perform his/her duties will remain the property of the CITY and the Wauchula Police Department.

D. Duties of the School Resource Officer.

1. The SRO shall act as an instructor for specialized short-term programs at the school, when invited to do so by the principal or a member of the facility, when this function is appropriate and does not interfere with other related law enforcement functions.
2. The SRO shall seek coordination, advice and guidance prior to enacting any programs within the school.
3. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and the law enforcement mission.
4. The SRO shall encourage individual and small group discussions with students, to further establish rapport with the students.
5. When requested by the principal, the SRO shall attend parent faculty meetings to solicit support and understanding of the program, subject to the availability of the SRO in the sole discretion of the CITY.
6. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), shall not be disclosed except as provided by law or court order.
7. The SRO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall recommend referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty and staff of the school.

8. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
9. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to SCHOOL BOARD policy, CITY'S policy, and legal requirements with regard to such interviews.
10. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school, or other school administrator if the principal is unavailable, aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.
11. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding their school assignment, or other law enforcement matters.
12. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.

Section 3. Rights and Duties of the School Board. The SCHOOL BOARD shall provide to all full-time SROs the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lit office, equipped with a telephone that may be used for general business purposes.
2. A location for files and records that can be properly locked and secured.
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies.
4. Access to a typewriter and/or secretarial assistance.
5. Access to a computer to complete reports and assigned work.

Section 4. Financing the School Resource Officer Program. The SCHOOL BOARD shall reimburse the CITY for a portion of the cost incurred by the CITY to provide the School Resource Officer to the Wauchula Elementary School. The cost for the provision of the SRO to the SCHOOL BOARD is hereby established to be \$51,833.00 for the fiscal year 10/01/2026 through 09/30/2027. Therefore, the total commitment that is needed from the SCHOOL BOARD for the period 10/01/2026 through 09/30/2027 for this program is \$51,833.00 for one SRO position.

Section 5. Employment Status of the School Resource Officer. The SRO shall remain an employee of the CITY and shall not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the CITY. The SRO shall remain responsive to the chain of command of the CITY. Nothing herein shall be construed as giving the SCHOOL BOARD Superintendent, Principal, or other agent of the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The CITY has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the CITY covenants and agrees that the CITY will instruct all SROs to (i) use diligent efforts and appropriate skills and judgment and (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the law enforcement profession. The CITY understands that the SRO will not participate in any employee benefit provided by the SCHOOL BOARD and represents to the SCHOOL BOARD that the City of Wauchula will pay all compensation for their employees, will withhold income tax and social security tax for their employees, and will maintain workers compensation insurance for their employees.

Section 6. Dismissal of School Resource Officer; Replacement.

- A. If the principal of the Wauchula Elementary School feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time, after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the CITY of the principal's request. If the CITY so desires, a designee shall meet with the SRO to discuss or resolve any problems which may exist. At such meetings specified members of the staff of the school to which the SRO is assigned may be requested to be present. If, within a reasonable amount of time after commencement of such discussion, the problem cannot be resolved, after due consideration of input from the Superintendent of Schools, the status of the SRO shall be determined by the CITY.
- B. The CITY may dismiss or reassign any SRO based upon department rules, regulations and/or operations orders or CITY'S discretion.
- C. In the event of the resignation, dismissal, illness, reassignment or other good and sufficient reason for unavailability of the SRO, or in the case of long-term absences by an SRO, the CITY shall utilize best efforts to provide a temporary replacement for the SRO within thirty (30) days of such officer's unavailability and to otherwise cover the position as best feasible utilizing existing personnel. As soon as practical, a permanent replacement will be recommended.

Section 7. Exchange of Information. This interlocal, interagency agreement shall be considered for all purposes pursuant to Section 1002.22(3)(d)13 as an exception to Students' Right to Privacy to allow the release and exchange of personally identifiable records or reports of a pupil or student to the CITY without the consent of the pupil or the pupil's parents.

Section 8. Termination of Agreement. Should either party breach any of the covenants, terms or conditions of this Agreement the other party may give written notice to remedy said breach within thirty (30) days. In the event the breaching party fails to remedy the breach within thirty (30) days of written notice, the non-breaching party may (a) continue this Agreement in effect and enforce all its rights and remedies hereunder, or (b) terminate this Agreement.

Section 9. Good Faith. The SCHOOL BOARD and the CITY, and their respective agents and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the SCHOOL BOARD and the CITY, or their designees.

Section 10. Modifications. This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

Section 11. Duplicate Originals. This agreement may be executed in duplicate copies, each copy of which shall be deemed original.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

THE SCHOOL BOARD OF
HARDEE COUNTY, FLORIDA

Sign: _____
Sonja Bennett, Superintendent

Sign: _____
Hardee County School Board, Chair

"CITY"

City of Wauchula, a municipal corporation

By: _____
Richard Keith Nadaskay, Jr., Mayor

ATTEST:

Stephanie Camacho, City Clerk

APPROVED AS TO FORM &
CORRECTNESS



Kristie Hatcher-Botin, City Attorney

SECTION 24

Drug-Free Workplace and Alcohol Policy

24.01 - GENERAL POLICY

The City's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and wellbeing of employees, citizens and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes.

24.02 - PROHIBITIONS

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws. ~~Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the City strictly prohibits the use of marijuana for any purpose.~~
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

24.03 - DEFINITIONS

- A. Mandatory Testing Position. Mandatory testing position shall mean a job assignment that requires the employee to:
1. Carry a firearm;

2. Work closely with an employee who carries a firearm;
 3. Perform life-threatening procedures;
 4. Work with heavy or dangerous machinery;
 5. Work as a safety inspector;
 6. Work with children;
 7. Work with detainees in the correctional system;
 8. Work with confidential information or documents pertaining to criminal investigations;
 9. Work with controlled substances;
 10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
 11. Perform job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
 12. Perform safety-sensitive job duties and responsibilities.
- B. Special Risk Position. Special risk position shall mean a position that is required to be filled by a person who is certified under:
1. Chapter 633 of the Florida Statutes (Fire Prevention and Control); or,
 2. Chapter 943 of the Florida Statutes (Law Enforcement).

24.04 -LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

~~The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.~~

- A. The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional, lawful medical authorization, or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs, including medical marijuana, whether on duty or off duty, which have the potential to adversely impact the employee's job performance, judgment, alertness, reaction time, ability to safely operate vehicles or equipment, ability to possess or use firearms (if required by the employee's job), or ability to perform the essential functions of the employee's position in a safe and efficient manner. Disclosure allows the City to determine whether the employee can safely perform the essential functions of the position, whether temporary work restrictions are necessary, whether any reasonable accommodation is available and appropriate, and whether any safeguards need to be implemented. Employees may be required to provide medical documentation or submit to a fitness-for-duty evaluation concerning their ability to safely and effectively perform the essential job functions of their position.
- B. It should be emphasized that this policy generally prohibits the use of marijuana, both on and off duty. However, as a qualified physician may issue a physician certification permitting the use of medical marijuana for a qualifying medical condition under Florida law, the City will consider granting exceptions to the general prohibition on off duty marijuana use as a reasonable medical accommodation. Exceptions will be reviewed and decided on a case-by-case basis dependent on all relevant facts and circumstances. In all cases, exceptions must be requested *in advance* of an employee's use of medical marijuana so that the City can engage in the analysis referenced in Section IV(A) above. If an employee tests positive for marijuana and has not previously been granted a reasonable accommodation exception, it will be considered a violation of this policy and grounds for disciplinary action.

24.05 - DRUG AND ALCOHOL TESTING

- A. Job Applicant Testing and Testing for Assignment to Special Risk/Mandatory Testing Position. Applicants for employment in special-risk and/or mandatory testing positions are subject to pre-employment drug and alcohol test as a prerequisite to employment with the City. Current employees who are assigned to a special-risk and/or mandatory testing position from a non-special-risk or non-mandatory testing position are subject to being tested at the time of the assignment.

- B. Routine Fitness-for-Duty Testing. Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.
- C. Follow-up Testing. Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advanced notice and at least once per year for a period of no less than two years.
- D. Reasonable Suspicion Testing. An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:
 - 1. Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
 - 2. Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
 - 3. A report of drug use, provided by a reliable source;
 - 4. Evidence that an individual has tampered with a drug test during his or her employment with the City;
 - 5. Information that an employee has caused or contributed to an accident or injury while at work;
 - 6. Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
 - 7. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

- E. Random and/or Suspicionless Testing. Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicionless basis.
- F. Other Lawful Testing. The City reserves the right to conduct any other type of lawful drug or alcohol testing. Employees who are subject to the drug and alcohol testing requirements imposed by the Department of Transportation on operators of commercial motor vehicles must fully comply with this policy as well as the DOT-mandated Substance Abuse Policy for Commercial Motor Vehicle Operators. When safety-sensitive CDL employees are being tested pursuant to this policy (i.e., the non-DOT policy), the testing procedures set forth below shall apply. When safety-sensitive CDL employees are being tested pursuant to the DOT-mandated policy, the procedures set forth in that policy shall apply.

24.06 - DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT RESULTS

- A. Drugs Tested For. Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
- Alcohol (including a distilled spirit, wine, malt beverage or other intoxicating liquor)
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids (marijuana)
 - Cocaine
 - Methadone
 - Methaqualone
 - Opiates (heroin, morphine, codeine)
 - Phencyclidine (PCP)
 - Propoxyphene
 - Any other hallucinogen, synthetic narcotic, designer drug or a metabolite of any of the substances listed above
- B. Common Medications Which Could Alter or Affect Test Results. Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer

("MRO"). The MRO is Dr. Terrence Delikat , who can be reached at 1350 E Main St Ste C-1, Bartow Florida 33830 and 863-533-7484 . Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

<u>Drug</u>	<u>Medication Which May Alter or Affect Test</u>
Alcohol	Liquid medications containing ethyl alcohol (ethanol). For example, many cough syrups, Vicks Nyquil, Comtrex, Listerine contain alcohol
Cannabinoids	Marinol (Dronabinol, Tetrahydrocannabinol (THC))
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbituates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phenrinin, Triad, etc.
Benzodiazepines	Activan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax
Methadone	Dolphine, Metadose

Propoxyphene	Darvocet, Darvon N, Dolene, etc.
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24.07 - TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.

Within five working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the City, the employee or job applicant may submit information to the City explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

24.08 - CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT TO TESTING OR TAMPERING WITH A TEST

An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, may forfeit eligibility for workers' compensation medical and indemnity

benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

24.09 - CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug testing program are confidential and exempt from the provisions of Chapter 119 of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or other applicable law.

24.10 - EMPLOYEE ASSISTANCE PROGRAMS

Employee Assistance Programs (EAP) are available to assist employees who voluntarily self-report, prior to being requested to test, drug or alcohol related problems which have not yet adversely affected their job or City operations. Employees who voluntarily seek help, who have not had a positive drug test and who are not participating in EAP at the time or at any previous time, will not be subject to discipline. Employees with drug or alcohol related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP providers (or any other similar provider):

For more information, please contact the Human Resources Department

Other Helpful Numbers

[Drug-Free Workplace Helpline: 800-WORKPLACE \(967-5752\)](#)

[Substance Abuse & Mental Health Services Admin Helpline: 800-662-HELP \(4357\)](#)

Drug/Alcohol Abuse Helpline: 800-362-2644

Alcoholics Anonymous: 800-252-6465

Drug Abuse Alcoholism & Cocaine: 800-333-4444

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The City may permit exceptions to this provision where the City Manager determines, in his or her exclusive discretion, that the specific circumstances warrant. In such circumstances, the City may require that an employee in violation of this policy participate and successfully complete the EAP as a condition of continued employment.

Employees employed in a mandatory testing or special-risk position who enter into EAP, whether voluntarily or involuntarily, will be removed from their mandatory testing or special-risk position and transferred to another position or placed on leave until the successful completion of the EAP. An employee placed on leave may utilize his or her accrued leave, if any, otherwise the leave shall be unpaid.

24.11 - REPORTING VIOLATION OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to disciplinary action up to and including termination of employment.

24.12 - COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

24.13 - REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

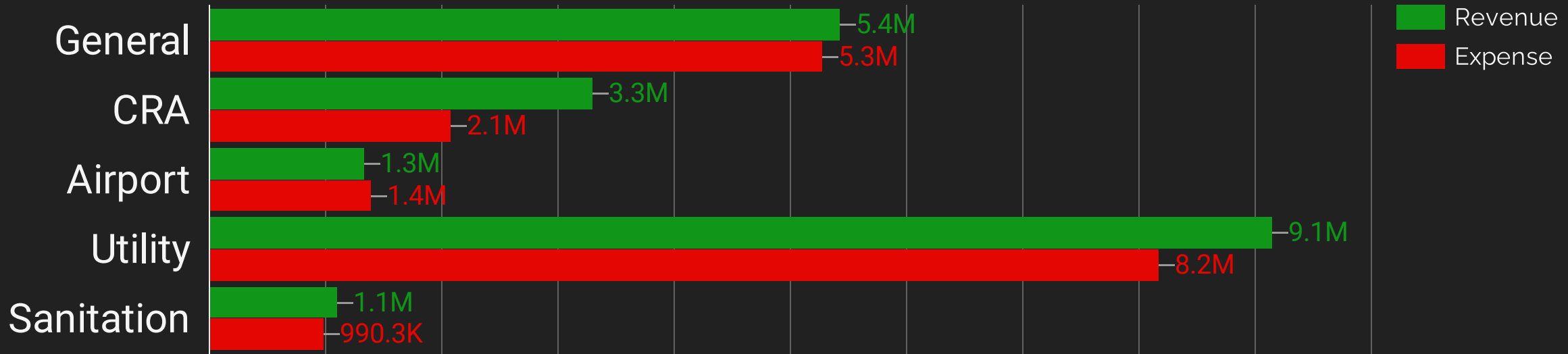
Quarterly Financial Update

Item # 6.

FUND

Budget

29.3M



Year to Date Total

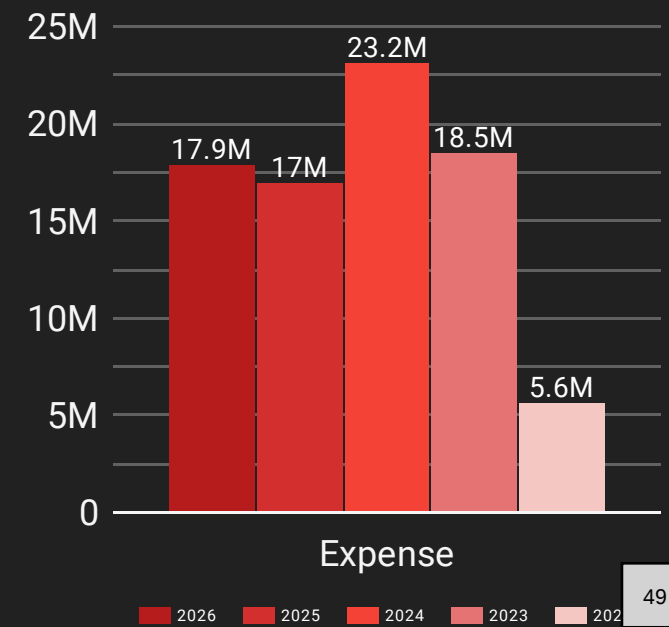
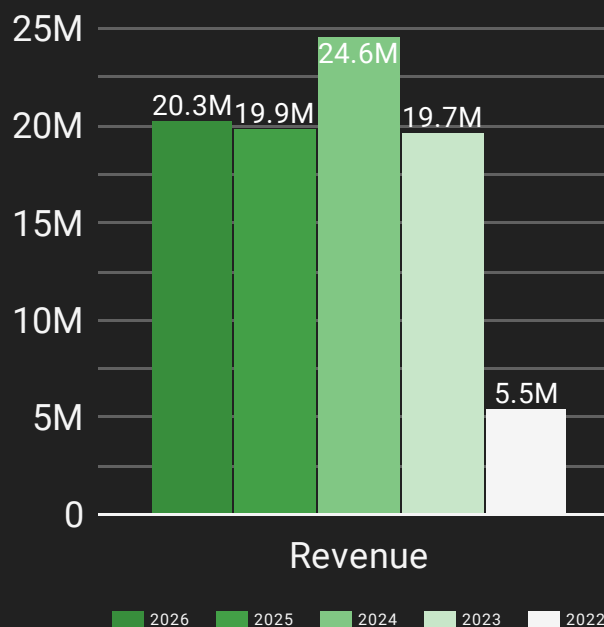
Year-to-Date Quarter 2 Comparison

Revenue

% of Budget
69%

Expense

% of Budget
61%



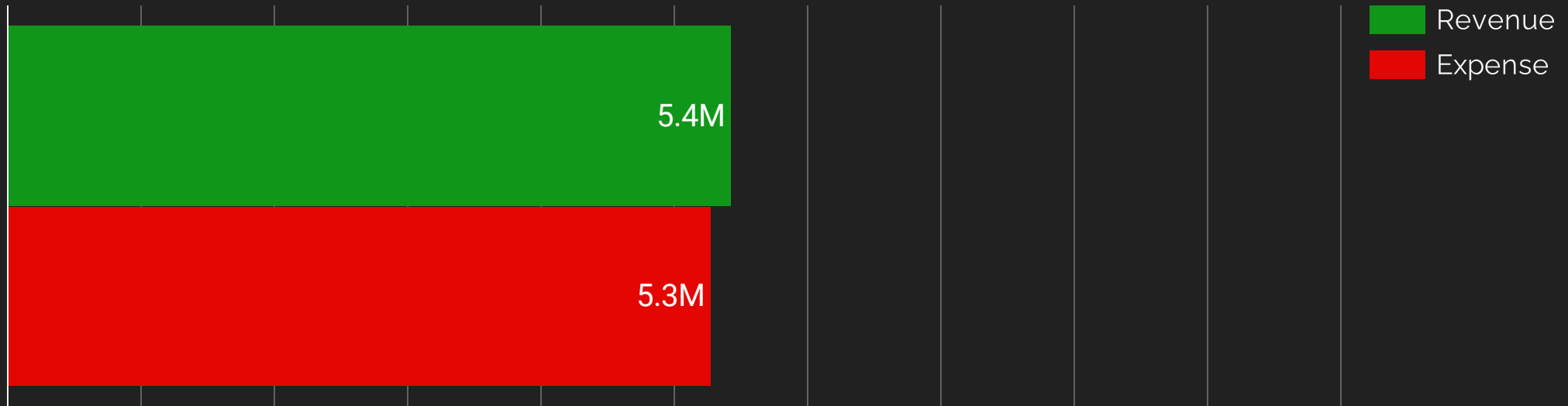
Quarterly Financial Update

Item # 6.

FUND: General (1) ▼

Budget
7.1M

General



Year to Date Total

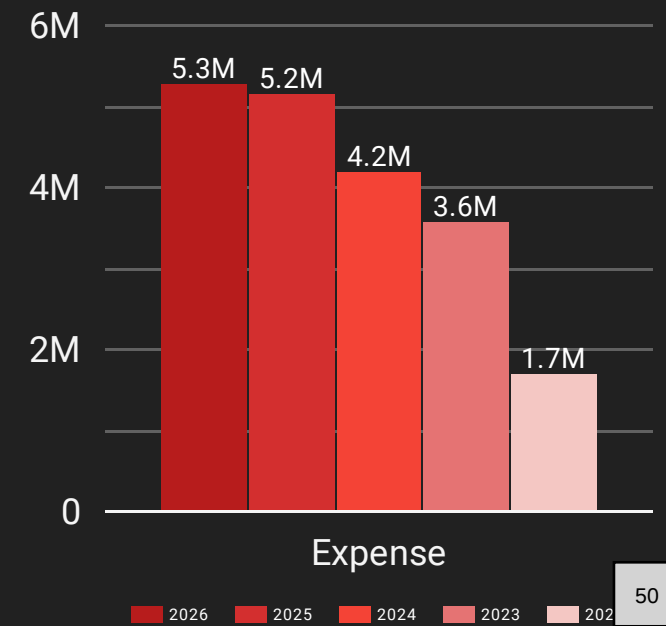
Year-to-Date Quarter 2 Comparison

Revenue

% of Budget
76%

Expense

% of Budget
74%



Quarterly Financial Update

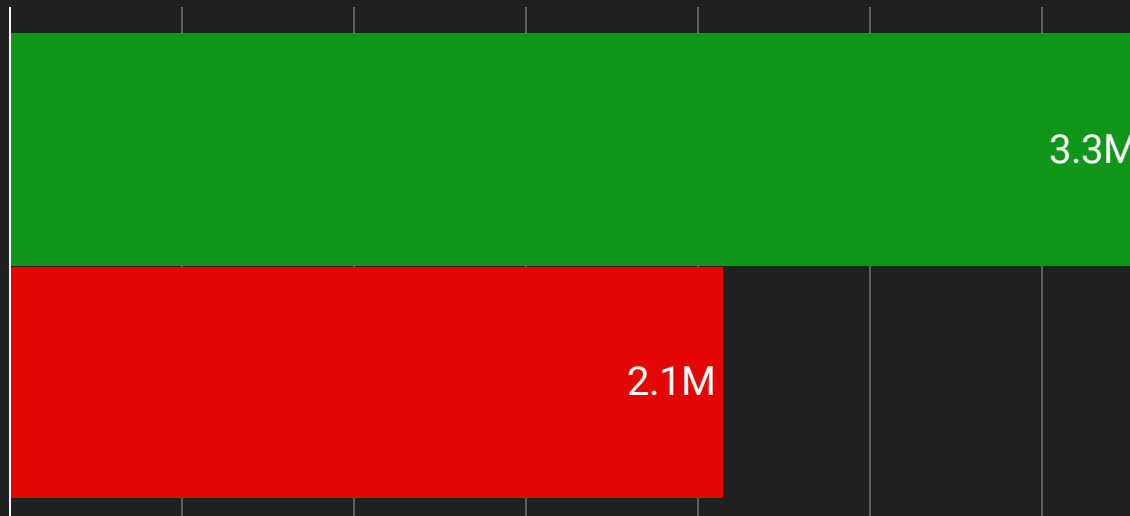
Item # 6.

FUND: CRA

(1) ▼

Budget
6.6M

CRA



Revenue
Expense

Year to Date Total

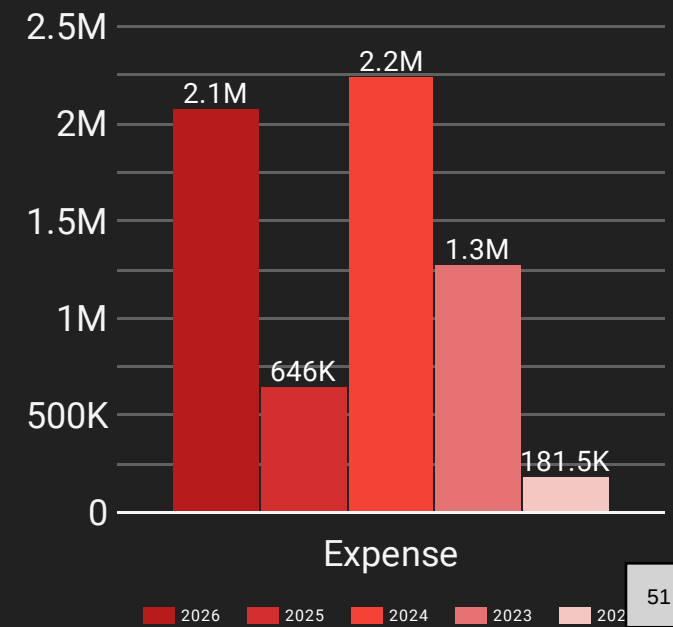
Year-to-Date Quarter 2 Comparison

Revenue

Expense

% of Budget
50%

% of Budget
31%



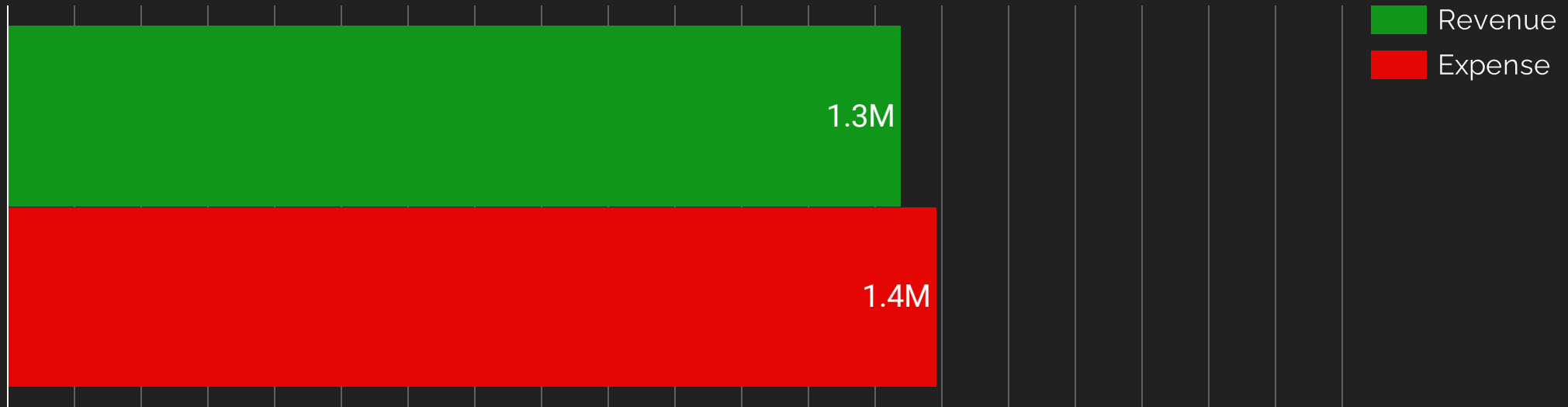
Quarterly Financial Update

Item # 6.

FUND: Airport (1) ▼

Budget
1.4M

Airport



Year to Date Total

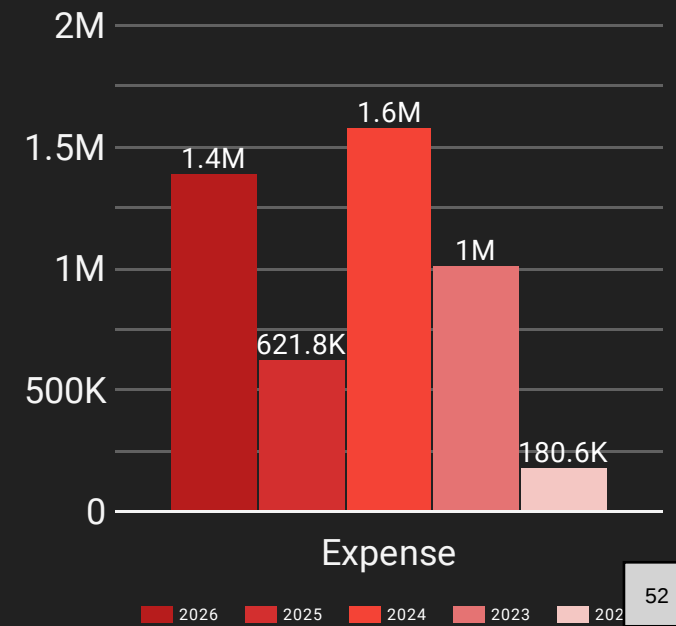
Year-to-Date Quarter 2 Comparison

Revenue

% of Budget
95%

Expense

% of Budget
98%



Quarterly Financial Update

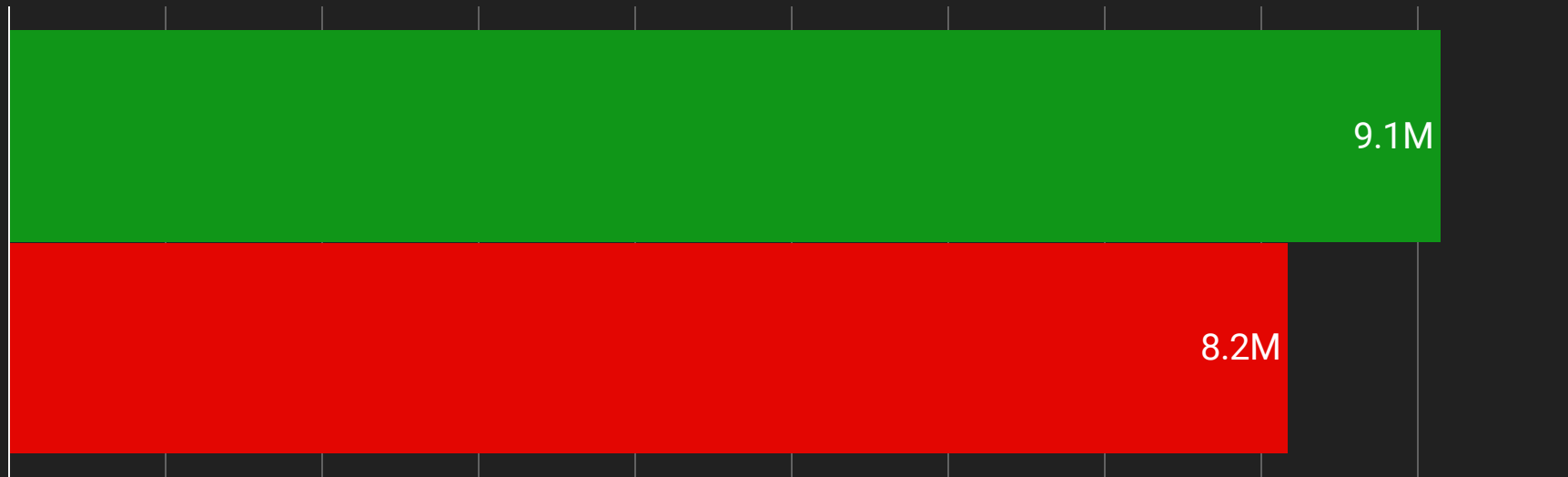
Item # 6.

FUND: Utility

(1) ▼

Budget
12.6M

Utility



Revenue
Expense

Year to Date Total

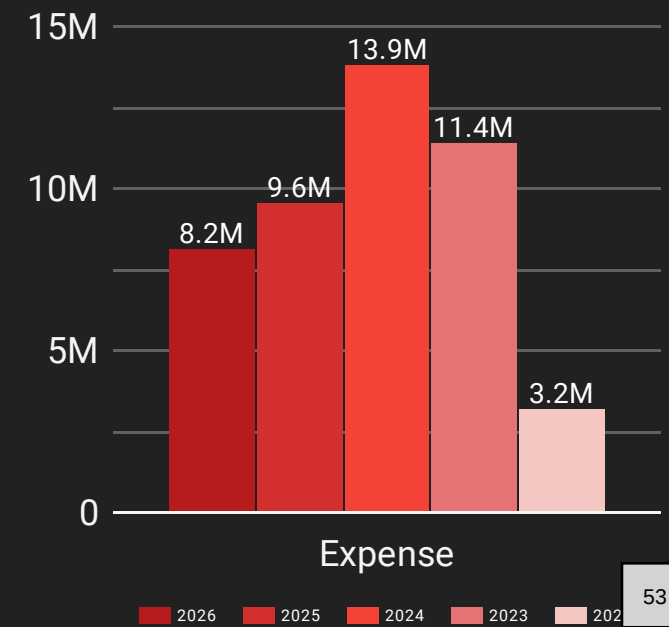
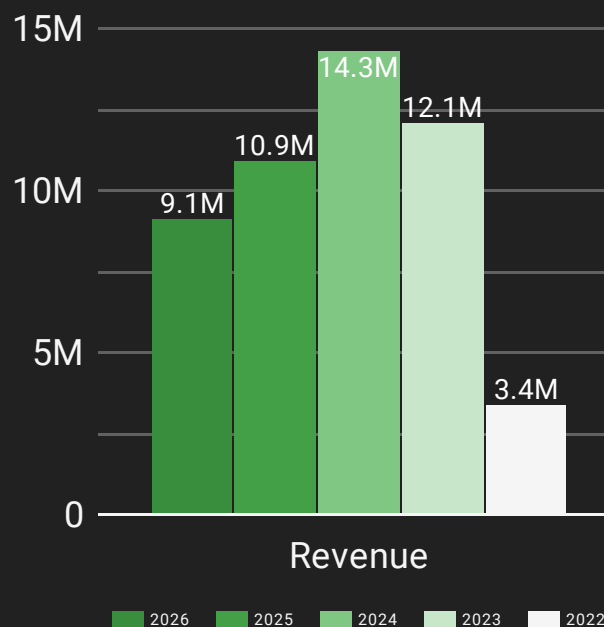
Year-to-Date Quarter 2 Comparison

Revenue

% of Budget
72%

Expense

% of Budget
65%



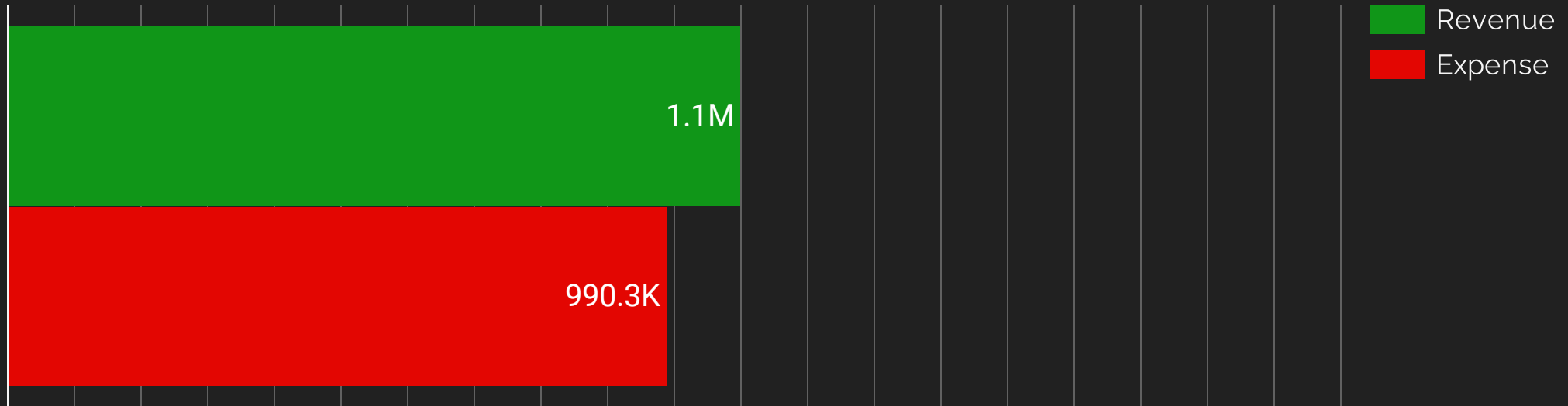
Quarterly Financial Update

Item # 6.

FUND: Sanitation (1) ▼

Budget
1.5M

Sanitation



Year to Date Total

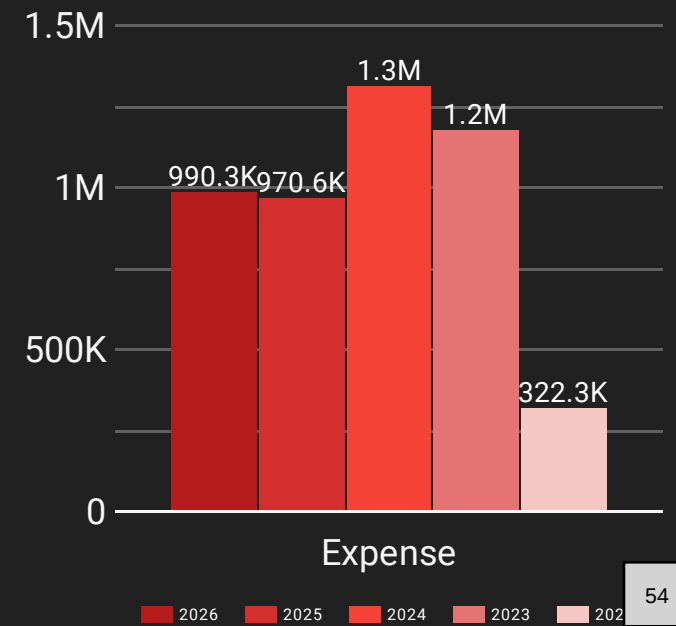
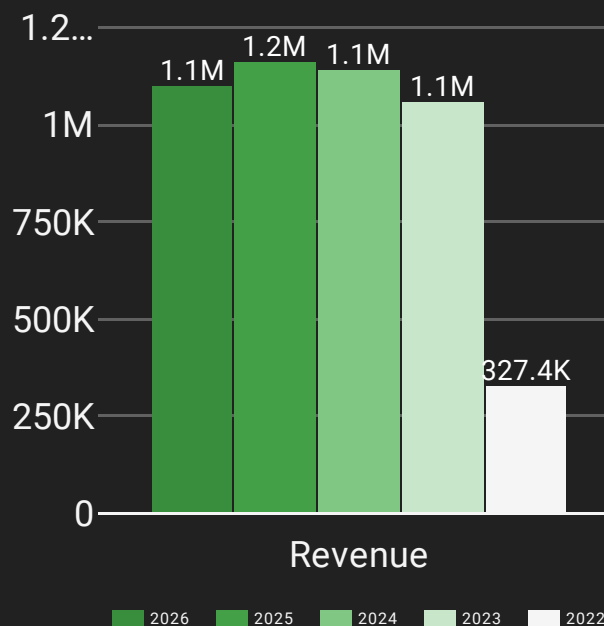
Year-to-Date Quarter 2 Comparison

Revenue

% of Budget
74%

Expense

% of Budget
67%



Customer Receivables

Receivables by Item # 6.s

BALANCE

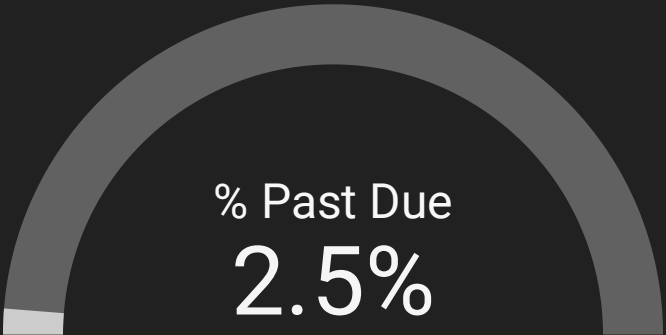
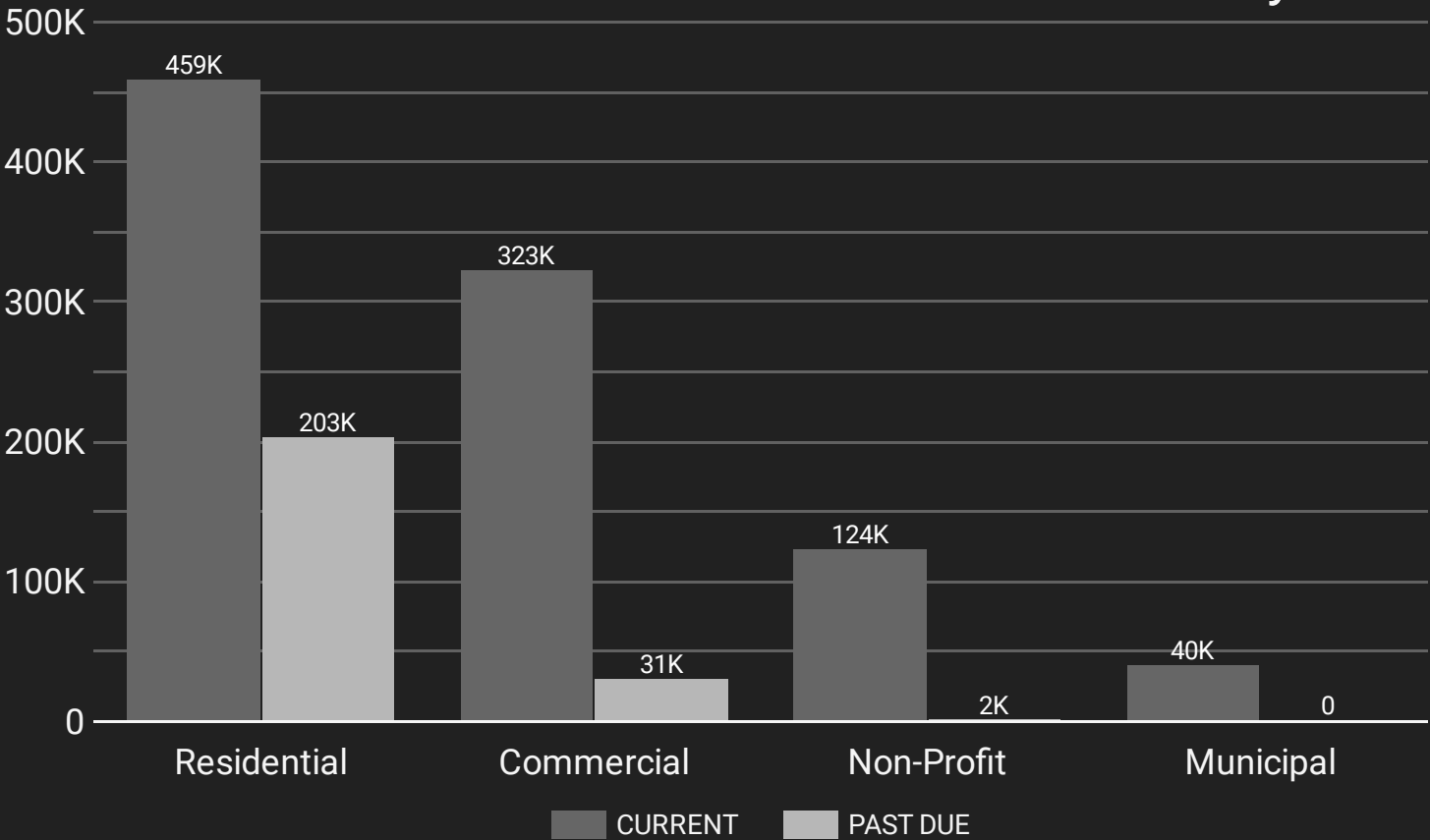
970K

CURRENT

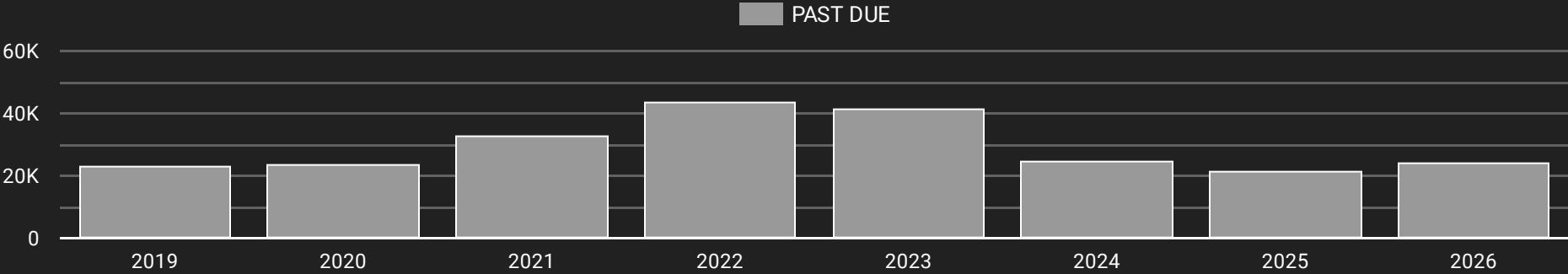
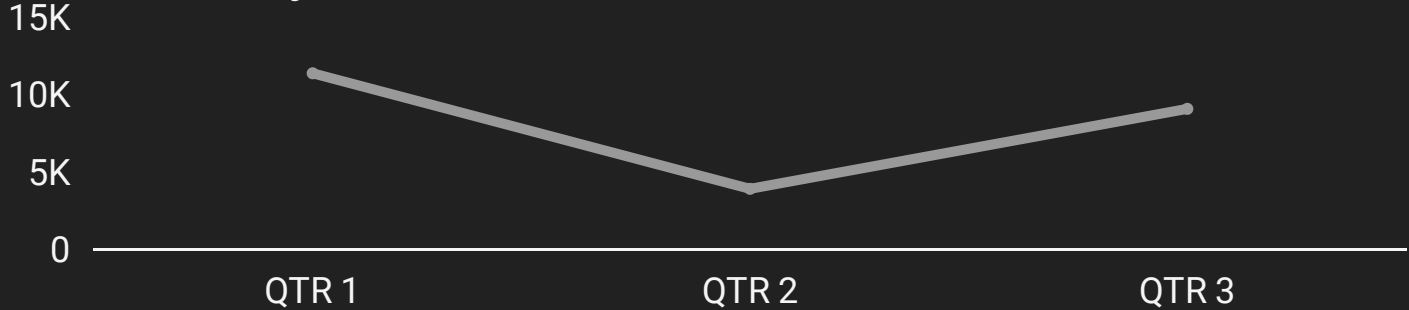
946K

PAST DUE

15K



Past Due by Quarter





City of Wauchula
Policy Manual for Federal Awards
(CDBG, CDBG-DR, CDBG-MIT)

Adopted July 13, 2026

Purpose

The purpose of this policy is to establish uniform guidelines for the administration and implementation of projects funded through Community Development Block Grant (CDBG), Community Development Block Grant Disaster Recovery (CDBG-DR), and/or Community Development Block Grant Mitigation (CDBG-MIT) requirements. These programs are collectively referenced in this document as CDBG. This manual is intended to help the departments understand the cross-cutting and policy requirements of the United States Department of Housing and Urban Development (HUD) and State of Florida.

This manual is not intended to be an exhaustive listing of all rules, regulations, or laws relating to grant administration, which may change from time to time, but provides a guide of standardized procedures to direct city personnel in the application and administration of grant proposals and awards. It shall be the individual responsibility of each city employee involved in the implementation and administration of a federally funded project to understand and adhere to the adopted policies, procedures and regulations of the City of Wauchula and the State of Florida.

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FINANCIAL MANAGEMENT POLICY AND PROCEDURES

Purpose

The purpose of these administrative policies and procedures in this manual is to establish a comprehensive framework to ensure that the City of Wauchula administers federal awards, including CDBG, CDBG-DR and CDBG-MIT funds, in full compliance with 2 CFR Part 200 and all applicable federal, state, and local requirements. These policies and procedures are designed to promote accountability, transparency, and effective stewardship of public funds. However, this manual does not contain an exhaustive listing of every applicable rule, regulation, or law relating to grant application and administration. Each city employee involved in the implementation and administration of a federally funded project is required to understand and adhere to all applicable city, state, and federal policies, procedures, and regulations.

Scope

These policies apply to all departments, employees, contractors, consultants, and agents of the City of Wauchula involved in the administration, management, oversight, and expenditure of federal funds.

Regulatory Authority

These policies are established in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable HUD Federal Register Notices, Florida Statutes, and all relevant grant agreement requirements.

Roles and Responsibilities

City of Wauchula staff involved in federal award administration have clearly defined roles and responsibilities. The Project Manager is responsible for overall program compliance, reporting, oversight, internal reviews, and adherence to applicable regulations. The Finance Director is responsible for financial management, accounting, and reporting. All staff are responsible for complying with these policies and reporting any instances of noncompliance.

Internal Controls (2 CFR 200.303)

The City of Wauchula's internal controls consist of policies and procedures, job responsibilities, qualified personnel, and records management that are designed to safeguard assets such as cash, property and other assets, to provide reasonable assurance that the City or a subrecipient is managing grant awards in compliance with federal laws, rules, regulations, and the terms and conditions of the award. The City has outlined internal controls in this manual that are consistent with the following minimum requirements:

- A single individual must not be allowed to exercise complete control over all phases of any significant transaction. This means, for example, that the same person cannot purchase materials, receive materials, authorize payment and write the check to pay for materials.
- Record keeping must be separate from operations and handling and custody of assets.
- Monthly reconciliation and verification of cash balances with bank statements must be made by employees who do not handle or record cash or sign checks.

- Actual lines of responsibility must be clearly established, and a single person must be identified to assume responsibility for management oversight of the entire financial management system.
- The person who prepares payrolls should not handle related paychecks. If signature stamps are used, they should not be under the control of the same individual who retains blank checks.

An adequate system of internal controls, with specific program and financial management responsibilities, enables the City of Wauchula to maintain the books and records necessary to comply with Florida law and federal requirements. Where possible, accounting policies and procedures of the City of Wauchula mirror the requirements of the Office of the Auditor General.

FINANCIAL MANAGEMENT SYSTEM (2 CFR 200.302)

The City of Wauchula has adopted and maintains a financial management system and procedures that provide accurate, current, and complete disclosure of financial transactions. The system allows for the identification, tracking, and reporting of all federal awards and expenditures, and ensures proper documentation of all financial transactions. The City of Wauchula's financial system adheres to 2 C.F.R 200.302 and provides:

- Identification of all federal awards received and expended and the federal programs under which they were received, including the title and number, federal award identification number, year the award was issued, and name of the federal agency or pass-through entity.
- Effective control over and accountability for all funds, property, and other assets to ensure the safeguarding of all assets and to ensure they are used solely for authorized purposes, and a comparison of expenditures with budget amounts for each federal award.
- An accurate, complete, and timely disclosure of the status and financial results in accordance with specified requirements.
- Records that adequately identify (by activity) the amount, source, and use of funds for each federal award supported project, including the information necessary to identify the award, authorization, financial obligation, unobligated balances, as well as assets, expenditures, income, and interest, and the "reasonableness, allowability, and allocability" of costs.
- Procedures to comply with the timely distribution of funds under 2 CFR 200.305, and procedures for determining the allowability of costs in accordance with federal regulations and the terms and conditions of the federal grant award.
- A separate non-interest-bearing bank account must be used for CDBG-DR funds.

The City of Wauchula divides financial management responsibility between the Administration Office that has the primary responsibility for CDBG grant management and the City of Wauchula's Finance Director. The City of Wauchula's Administration Office is responsible for reviewing and approving all transactions involving CDBG funds before the financial transactions are processed by the City of Wauchula's Finance Director. The City of Wauchula's Administrative Office's responsibilities include:

- Approval of purchase orders and contracts to be paid with CDBG funds.
- Receipt, review, and approval of invoices and support documentation.
- Review and approval of requisitions for payments involving CDBG funds.
- Preparation of Requests for Funds (subject to review by the Finance Office).

The Finance Director is responsible for maintaining the official CDBG financial records and for posting account transactions. Official records may be maintained in either an automated or a manual format. The Finance Director's responsibilities may also include such things as:

- Control of accounting documents once they are approved for processing by the Administration Office.
- Preparation of financial reports (based on accounting records).
- Assurance that transactions involving CDBG funds are properly coded.
- Entry of transactions into the accounting system.
- Assisting the local government's auditor in preparing an annual financial audit.

Financial Records

Every CDBG financial transaction is recorded in the accounting records of the City of Wauchula. To do this, there are appropriate source documents, files and accounting records for each transaction. Finance and accounting for the CDBG Subrecipient Grant Agreement is governed by the State of Florida Finance and Accounting operating procedures and is managed by the City of Wauchula's Finance Office.

Source Documents

Source documents provide all details of a transaction. The information contained in source documents is necessary for accounting purposes and is recorded in one of the books of original entry before being filed. A variety of source documents and records are needed to properly account for CDBG transactions. Supporting documentation is necessary to show that the costs charged against CDBG funds were incurred during the effective period of the City of Wauchula's Grant Agreement with the FloridaCommerce, were paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the City of Wauchula's organization.

These documents include:

- **Purchase Orders** may be prepared in the same format as other purchase orders, except that appropriate CDBG program classification data is coded on the document. Purchase orders are approved by the City of Wauchula's Purchasing Department. After approval, one copy is retained by the Purchasing Office to verify receipt of goods/services, and the remaining copies are forwarded to the Finance Office for processing and filing.
- **Contracts** are filed in the City Clerk's Office. Each contract must identify the activity, program, or project to be charged. If multiple contracts are issued for each project, or if non-contractual charges

are recorded against a project, a separate record must be maintained for each contract to provide readily available information on contract balances. There should be a separate obligation for each contract relating to the same activity to prevent overpayment of any contract. In addition, a Cash Control Register should be maintained to provide summary information for all CDBG contracts.

- **Contractor/Consultant invoices** to be paid with CDBG funds are referred to the purchasing office, compared to the purchase order, checked for appropriateness and accuracy, approved, and coded as necessary. Approved contract/consultant invoices and appropriate supporting documents (request for payment package) are then forwarded finance and accounts payable for review, approval, and payment.
- **Time Distribution Sheets** are to be completed by all employees paid from CDBG funds. Employees must complete time sheets that indicate the number of hours worked on CDBG projects, other grant projects, local government activities, and job duties. Time sheets are then submitted with the invoice so that charges to the correct programs and projects can be verified. Payroll expenses can only be paid from CDBG-DR funds based on time and attendance records.
- **CDBG-DR Financial Files** which demonstrate the program's financial soundness and regulatory compliance must be included. In order to maintain an orderly record of CDBG transactions that will withstand the scrutiny of an audit, the City of Wauchula's System of Record is a logical system for maintaining financial files. Two broad categories of files are recommended: *process files* and *permanent files*.
- **Space and Utilities:** Space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. For the City of Wauchula, both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources.
- **Supplies** documentation include purchase orders or requisition forms initiated by an authorized representative of the City of Wauchula, an invoice from the vendor (which has been signed-off by the City of Wauchula to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and the cost objective(s) for which they are being used.

Process Files

Process files are working files that are used until source documents are processed and posted. They include the following:

- **Open Purchase Order File.** All purchase orders, which have been issued but not yet filled by vendors, should be filed sequentially by purchase order number. When the goods are delivered, the invoice received, and all the appropriate approvals obtained, the purchase order file is removed and filed with related invoices and the receiving report in the pending payments file. This file contains encumbrances against the project budget.

- **Pending Payments File.** All source documents that will generate a cash disbursement are stored in the pending payments file and are organized by due date. If a discount is offered for early payment, early payment should be made. A schedule of bills payable from approved invoices, and the account to be charged, is also kept in this file.
- **Pending Receipt File.** This file contains copies of outstanding bills and requests for payments submitted to the CDBG program that have not yet been recorded in the Cash Receipts Journal or posted to the CDBG Cash Control Register.
- **Personnel Payroll File.** This file contains a record for each employee who works on CDBG activities and includes the rate at which the employee's salary can be charged to the CDBG program. Time sheets showing the amount of time each employee spends on CDBG activities must be kept on file. This file is maintained in addition to HR's official personnel records.

Permanent Files

These files must be maintained for all source documents and other records once they have been processed or posted to books of original entry. Documents removed from process files are placed in the permanent files after all processing is complete (i.e., placing bank verifications or CDBG contract payment transactions in a CDBG Receipt File).

Purchase requisitions, purchase orders, and related invoices are filed together; contracts, related invoices, payment vouchers, and check copies are filed together; grant fund receipt documentation is filed together. The permanent files contain the documents necessary for undertaking an audit of the program. A single individual should be assigned responsibility for file maintenance.

CDBG Accounting Records

CDBG records are used to accumulate CDBG accounting information for financial reporting. The required CDBG accounting records are listed and discussed below.

Cash Receipts Journal. All receipts of cash that are deposited into the CDBG account(s) are recorded in the cash receipts journal. Receipts may include contract payments to the subrecipient from the CDBG programs, receipts from the disposition of land, program income, and any other cash received. The general procedure for using this journal is to record every CDBG receipt by date in the order that it was received, indicate the source of the funds received, an account or activity line item to be credited, a receipt number, and date. A notation regarding final disposition of all funds received must also be included in the journal.

Cash Disbursements Journal. All encumbrances and expenditures for program costs are entered into the cash disbursements journal. Encumbrance is a term used in government accounting that defines a reservation of funds against an appropriation for a future expenditure. An encumbrance is not necessarily an obligation; it is a commitment of funds. While encumbrances are not normally recorded in a disbursements journal, the practice is recommended for the CDBG program to conform to the accrual basis required for reporting information to the CDBG programs. When goods or services are received by the local government, an obligation has been incurred. If the local government uses a warrant or other schedule for bills payable, it need not maintain a separate cash disbursements journal, but must maintain copies of individual warrants.

Property Register. This is a listing of all property acquired in part or whole using CDBG funds. It must be maintained to comply with state and federal standards relating to the acquisition, control, and disposition of real and personal property. Examples of property which would be recorded include both real property and office equipment.

Detailed Activity Ledger. A subrecipient may have several ongoing projects (e.g., Smith Street sewer line installation and Jones Street repaving). To maintain accounting control, a detailed project ledger must be established for each project. All financial transactions relating to a particular project should be recorded in this ledger.

Cash Control Register

In addition to the above control procedures, CDBG financial reporting and control is enhanced by the use of the CDBG Cash Control Register. This register is used to document and control the following:

- State of Florida funds received
- Requests for payment (drawdowns on grant reservation)
- Balance of CDBG cash on hand
- Balance of CDBG grant funds available by line item
- Collections, refunds, and miscellaneous receipts
- Disbursements

The CDBG Cash Control registers summarize the status of CDBG cash on hand. It should be reviewed daily to determine compliance with CDBG rules and regulations relating to cash on hand. The register also serves as a cross-reference to the journal accounts such as cash receipts, disbursements, and the detailed project ledger.

Accounting for Cash Receipts

Cash receipts for the CDBG program come primarily from the state as contract payments based on Requests for Funds. Local sources of cash receipts may include loan repayments, payment for services provided, rent from CDBG property, and other miscellaneous receipts. Other sources may include federal or state agencies participating in project funding such as Rural Development. All cash receipts must be logged in the Cash Receipts Journal, CDBG Cash Control Register, and detailed Project Ledger.

Accounting for Cash Disbursements

To allow time for orderly processing and requisitioning of CDBG contract funds, cut-off dates for receipt of invoices to be paid the next pay date should be established. All cash disbursements must be supported by source documentation, such as invoices, time sheets, and payroll vouchers, which fully explain the reason for the disbursement.

Contractor payments should be made only after determining that the contractor is performing in accordance with contract provisions and time schedules and that any problems identified by the subrecipient during compliance monitoring or inspections have been corrected. To facilitate adequate

contract management, a CDBG contract management control card should be maintained. All cash disbursements must be entered in the CDBG Cash Disbursements Journal, the CDBG Cash Control Register, and Detailed Activity Ledger.

Allowable Costs

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG grant-financed activities are found in 2 CFR 200.403. According to general guidelines contained in 2 CFR 200.403, a cost is allowable if:

1. The expenditure is necessary, and reasonable for the performance of the grant award and is allocable thereto under the principles in 200.403.
2. The cost conforms with any limitations or exclusions established in 24 CFR 200 Subpart E (Cost Principles) or the CDBG award as to the types or amount of cost items.
3. The expenditure is consistent with policies and procedures that apply uniformly to both federally funded and other activities of the state, the recipient, or subrecipient.
4. The cost is accorded equal treatment. For example, a direct cost cannot be assigned if in other similar circumstances the cost was allocated as an indirect cost.
5. It is determined the cost is in accordance with generally accepted accounting principles (GAAP), except, for states and local governments and Indian tribes only, as otherwise provided for in this part [2 CFR 200.416 and 2 CFR 200.417, cost allocation plans and indirect cost proposals; 2 CFR 200.417, Interagency service].
6. The cost is not used to meet cost sharing or matching requirements of any other federally-funded program either in the current or prior period. See also 2 CFR 200.306(b) regarding cost sharing and matching.
7. The costs must be adequately documented. See 2 CFR 200.300 through 2 CFR 200.309 for more information.
8. Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the federal agency. All other costs must be incurred during the approved budget period.

Reasonable Costs

Reasonable costs are described in 2 CFR 200.404: “A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost.” In determining reasonableness of a given cost, consideration must be given to:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award.

2. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the federal award.
3. Market prices for comparable goods or services for the geographic area.
4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity its employees, where applicable its students or membership, the public at large, and the federal government.
5. Whether the cost represents deviation from the non-federal entity's established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

Allocable Costs

Allocable costs are described in 2 CFR 200.405: "A cost is allocable to a Federal award or other cost objective if the cost is assignable to that Federal award or other cost objective in accordance with relative benefits received. This standard is met if the cost satisfies any of the following criteria:

- (1) Is incurred specifically for the Federal award;
- (2) Benefits both the Federal award and other work of the recipient or subrecipient and can be distributed in proportions that may be approximated using reasonable methods; or
- (3) Is necessary to the overall operation of the recipient or subrecipient and is assignable in part to the Federal award in accordance with these cost principles [2 CFR 200, Subpart E, Cost Principles]."

Payment Management (2 CFR 200.305)

CDBG funding is utilized to pay City of Wauchula contractors and consultants upon completion of agreed upon tasks and deliverables. The City of Wauchula's purchasing office verifies all documentation and costs before submission to the Finance Office for payment. Contractors and Consultants must provide required invoice information and supporting documentation to receive payment.

Request for Payment Process

The purpose of the payment request process is to ensure accuracy, compliance, and accountability.

1. Each contractor/consultant must complete and submit, to the Project Manager, the City of Wauchula's invoice template and complete supporting documentation in order to receive payment for goods/services.
2. The Project Manager reviews the request for payment package for all required supporting documentation and ensures all information is accurate and complete and costs are eligible under the contractor/consultant CDBG contract.
3. Once approved, the package is sent to the Grant Administrator and/or Finance Director for review to ensure compliance with CDBG requirements and that all information is complete, accurate, and eligible under the contractor/consultant CDBG contract.

4. Once the Grant Administrator and/or Finance Director approves the request for payment package, it is then submitted to the Accounting Specialist for processing.
5. The Accounting Specialist reviews to ensure the expenditures are charged to the correct funding source. (If not, the packet is returned to the program area).
6. The Accounting Specialist processes the payment packet(s) for payment.
7. The contractor/consultant will receive their payment once the payment has been processed in the System of Record by the Accounting Specialist and any check(s) are signed by two independent signors who also cross-reference the payment package amount(s) against the check.
8. Once expenditures have been identified in the System of Record report, the contract manager enters the expenditure data from the request for payment package into the Tracking System and saves the request for payment package documentation in the grant file.

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PROCUREMENT/PURCHASING Policies and Procedures

Overview of Procurement Policy

The City of Wauchula shall maintain and use this procurement policy for procurement transactions under the CDBG Infrastructure Repair Program provided by Florida Department of Commerce, including for acquisition of property or services. These documented procedures must be consistent with State and local laws and regulations and the standards identified in §§ 200.317 through 200.327. It is the overall responsibility of the City of Wauchula, and its authorized purchasing official(s) to ensure transparency, fair and open competition, equal treatment, and non-discrimination per all applicable federal, state, and local laws. The City of Wauchula and its authorized purchasing official(s) shall make every effort to operate in an economical and efficient manner consistent with existing laws and sound business practices for the expenditure of Federal funds.

The City of Wauchula shall be responsible for upholding the necessary principles of procurement to ensure that procurement activities are compliant with this policy which reflects applicable State and local laws, provided that procurements conform to applicable Federal regulations, including the procurement standards at 2 CFR §§ 200.318 – 200.327 and the standards identified in this policy.

The City of Wauchula shall not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension. This applies to any CDBG-assisted contract at any tier in the process.

Federal Regulations

The applicable Federal regulations which shall be followed under this policy include, but are not limited to, the following:

- Uniform Administrative Requirements at 2 CFR Part 200
 - General procurement standards (2 CFR § 200.318)
 - Competition (2 CFR § 200.319)
 - Methods of procurement (2 CFR § 200.320)
 - Contracting with small and minority businesses, women's business enterprises and labor surplus area firms (2 CFR §200.321)
 - Domestic preference (2 CFR § 200.322)
 - Procurement of recovered materials (2 CFR § 200.323)
 - Contract cost and price (2 CFR § 200.324)
 - Awarding agency/pass-through entity review (2 CFR § 200.325)
 - Bonding requirements (2 CFR § 200.326)
 - Contract provisions (2 CFR § 200.327)
- 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under

Federal Awards

The City of Wauchula may, in its discretion, amend this policy to conform with applicable federal, state, or local governmental regulations, guidelines, policies, Executive Orders, Federal Register Notices, or for other reasons, so long as the amendment(s) does not conflict with HUD's CDBG Program requirements and 2 CFR §§ 200.318 - 200.327. In instances where federal, state, or local standards have differing regulations, then the subrecipient shall follow the most restrictive applicable requirements.

Code of Conduct & Conflict of Interest

The City of Wauchula and its authorized purchasing official(s) shall abide by a code of ethics and in accordance with Section 112.313, F.S. and 2 CFR § 200.318 and may not:

- Accept employment from a vendor or potential vendor while working for the City of Wauchula.
- Solicit or accept money, credit, gifts, excessive entertainment, or other special considerations from an individual or organization doing business with the City of Wauchula.
- Knowingly disclose confidential information for personal gain; or
- Participate in work on a contract by taking action as an employee through decision, approval, disapproval, recommendation, advice giving, investigation, or similar action knowing that the employee, or member of their immediate family, as defined by state and federal law, has an actual or potential financial interest in the contract, including prospective employment.

No City of Wauchula employee, officer, official, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when:

- The employee, officer, official, or agent, any member of his or her immediate family, as defined under state and federal law, or partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, officials, and agents of the City of Wauchula may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the City of Wauchula may set standards for situations in which financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- The employees, officers, officials, or agents of the City of Wauchula shall not act as surety for a business entity that has work, business, or a contract with the governmental entity or act as surety on any official bond required of an officer of the governmental entity; and
- The City of Wauchula may impose penalties, sanctions or other disciplinary actions to any employees, officers, officials, or agents of the City of Wauchula for violations of these standards.

Any employee, contract employee or appointed member who participates in the recommendation, requisitioning, bid solicitation, evaluation, or otherwise takes part in the purchasing decision-making process and who has a whole or partial ownership in, or derives some income or personal benefit from the

recommended or selected vendor should disclose the relationship as a potential conflict of interest. Acts of reciprocity or exchange of favors from which an employee derives some income or personal benefit shall be considered conflicts of interest.

In the event an outside consultant or contractor submits a bid or proposal on a project, of which the consultant or contractor was a previous contributor, other than an open forum, then the bids or proposals from that consultant or contractor shall be disqualified on the basis of conflict of interest.

City of Wauchula employees must avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

Procurement Standards

- 1) The City of Wauchula will maintain oversight to ensure that its contractors and subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 2) The City of Wauchula will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the City of Wauchula or its contractors/subcontractors shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer or agent,
 - b. Any member of his immediate family, as defined by state and federal law,
 - c. His or her partner, or
 - d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The City of Wauchula and its officers, employees, or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to contracts. The City of Wauchula may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the City of Wauchula and its officers, employees, or agents, or by contractors or their agents. The State may in regulation provide additional prohibitions related to real, apparent, or potential conflicts of interest.
- 3) The City of Wauchula shall provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economic approach.
- 4) To foster greater economy and efficiency, the City of Wauchula and its contractors and subcontractors are encouraged to enter into State and local intergovernmental agreements for

procurement or use of common goods and services.

- 5) The City of Wauchula and its contractors and subcontractors are encouraged to use Federal excess and surplus in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- 6) The City of Wauchula encourages the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- 7) The City of Wauchula will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 8) The City of Wauchula and its contractors and subcontractors will maintain sufficient records to detail the history of a procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 9) The City of Wauchula and its contractors will use time and material type contracts only –
 - a. After a determination that no other contract is suitable, and
 - b. If the contract includes a ceiling price that the contractor exceeds at its own risk.
- 10) The City of Wauchula and its contractors alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the City of Wauchula and its contractors of any contractual responsibilities under its contracts. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- 11) The City of Wauchula and its contractors will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to FloridaCommerce. A protestor must exhaust all administrative remedies with the City of Wauchula and its contractor before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
 - a. Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities); and
 - b. Violations of the City of Wauchula's or contractor's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the City of Wauchula or its contractor.

Right to Protest

Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Director of Procurement and Project Management and secondly with the City Manager (or designee) prior to protesting to the City Commission.

Filing a Protest

Any person(s) who is affected adversely by the decision or intended decision of the City shall file with the Director of Procurement and Project Management a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision; and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the city when it is delivered to and received in the office of the Director of Procurement and Project Management.

- 1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
- 2) The formal written protest shall; identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
- 3) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.

Settlement and Resolution

The Director of Procurement and Project Management shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.

Protest Proceedings

If the protest cannot be resolved by mutual agreement, the Director of Procurement and Project Management shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:

A. Protest Proceeding Procedures

- 1) The presiding officer over the protest proceeding shall give reasonable notice to all substantially affected person(s) or businesses. Otherwise petitions to intervene will be considered on their merits as received.

- 2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - 3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - 4) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - 5) Within seven (7) working days of the conclusion of the proceedings, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation of the City Commission.
 - 6) Any party may arrange for the proceedings to be steno-graphically recorded and shall bear the expense of such recording.
- B. Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
- C. Time Limits. The time limits on which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposals.
- D. Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

Stay of Procurement During Protests

In the event of a timely protest, the Director of Procurement and Project Management shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

Competition

All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements

Examples of situations that may restrict competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,

3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer contracts,
5. Organizational conflicts of interest,
6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
7. Any arbitrary action in the procurement process.

The City of Wauchula and its contractor(s) will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The City of Wauchula's and its contractor's written selection procedures for procurement transactions will ensure that all solicitations:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The City of Wauchula and its contractor(s) will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City of Wauchula and its contractor(s) will not preclude potential bidders from qualifying during the solicitation period.

Methods of Procurement

Procurement Thresholds

The thresholds that limit the method of procurement that may be used described herein may not exceed the threshold allowances at 2 CFR 200.320. Said thresholds, however, may be lower (more restrictive) to comply with state or local laws, ordinances, policies, and requirements.

Further, the City of Wauchula may use more restrictive methods of procurement, even if the anticipated cost of the resulting contract is expected to be below the threshold for a less restrictive method of procurement. For example, if the City of Wauchula decides to procure a consultant through the RFP/Q process to take advantage of awarding a contract that is most advantageous to the City of Wauchula, with price and other factors considered, the City of Wauchula may elect to do so, even if the anticipated cost of the resulting contract falls under the threshold of a small purchase.

Finally, when determining the appropriate method of procurement, the City of Wauchula shall consider whether the anticipated cost of the resulting contract is close to or may exceed the threshold for the method of procurement selected. For example, if a resulting contract is expected to be just under the threshold for small purchases, the City of Wauchula may instead use the formal sealed bid process since the resulting contract and change orders may result in the final contract cost exceeding the threshold for small purchases, thereby rendering the original procurement action using the small purchase method non-compliant.

Informal Procurement Methods

Micro-Purchases

Informal procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods for micro-purchases may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold of \$350,000, and in accordance with the City's Purchasing Policy. Micro-Purchases may be awarded without soliciting competitive quotations if the cost is determined and documented to be reasonable and purchases are made in accordance with 2 CFR 200.320(a)(1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

Allowable Types of Contracts for informal Micro-Purchases

- Fixed Price: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)
- Purchase Orders

Micro-Purchases Procurement Documentation Requirements

- Detailed Invoice
- Independent Cost Estimate
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Affirmative steps for MWBE/SBE utilization, when possible

- Cost/Price Reasonableness Analysis
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

Small Purchases

Small Purchases are used when purchasing services, supplies, materials, products, or equipment and the aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$350,000. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as provided by the City's Purchasing Policy. The City of Wauchula must first develop a scope of work for services requested or specifications for goods requested so that bidders may submit quotes for the same type of goods or services requested. Inadequate scopes of work or specifications can result in quotes that are too varied to compare "apple-to-apples".

Allowable Types of Contracts for Small Purchases

- Fixed Price: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)
- Purchase Orders

Small Purchases Procurement Documentation Requirements

- Detailed Invoice
- Minimum of two (2) documented quotes or price sources (*the number of quotes can vary but at least two quotes/sources must be obtained under federal small-purchase procurement*).
- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

Formal Procurement Methods

Sealed Bid Procurements

Sealed Bid Procurements are a formal procurement method preferred for most construction related activities and supplies, materials, products, or equipment exceeding the simplified acquisition threshold of \$350,000. Under the sealed bid procurement method, the City of Wauchula shall publicly solicit bids and award a contract to the responsible contractor whose bid conforms with all the terms and conditions, is responsive, and the lowest price. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly. Any or all bids may be rejected if there is a sound documented reason.

Allowable Types of Contracts for Sealed Bid Purchases

- Firm-Fixed Price Contract: Lump Sum or Unit Price

Sealed Bid Procurement Documentation Requirements

- For construction projects exceeding \$300,000.00
 - 5 percent bid bond in the bid response
 - Winning contractor must execute a performance bond for 100 percent of the contract
 - Winning contractor must execute a payment bond for 100 percent of the contract
- Bid specifications and addenda, if applicable
- All bids received
- Public bid opening sign in sheet and minutes
- Bid Tabulation Sheet that includes all bids received, the date and time the bids were received, the name of the bidder, bid price, and whether each bidder was responsive and responsible.
- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e., publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible

- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

Other Requirements

- Two (2) or more responsive bidders required
- Awarded to the lowest, responsive, responsible bidder
- Any or all bids may be rejected for a sound, documented reason
- Bid must be advertised for statutorily required amount of time
- Purchases over \$350,000.00 are to be made per 2 CFR 200.320 (b).

Pre-bid conferences may be conducted to explain the procurement requirements. If the procuring entity plans to hold such a conference, it shall prominently place the notification in the Invitation for Bids. The notification shall include the date, time and location of the conference. If a pre-bid conference is held, it shall be at least fourteen (14) days after the Invitation to Bid (ITB) has been issued. Nothing stated at the pre-bid conference shall change the ITB unless a change is made by written addendum.

Procurement by Competitive Proposals

Request for Proposal (RFP) Procurements

Request for Proposal Procurements are a method of competitive proposals used to publicly solicit proposals for professional services exceeding the simplified acquisition threshold of \$350,000, not to include architectural or engineering services. The RFP must identify all evaluation factors and their relative importance, and price must be included as an evaluation factor (price should represent at least 20 percent of the total score as a best practice). Technical evaluations and selections will be conducted according to the City of Wauchula's written procedures. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

Allowable Types of Contracts

- Firm-Fixed Price Contract: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)

Request for Proposal Procurement Documentation Requirements

- RFP and addenda, if applicable
- All responses received
- Individual scoring sheets and tabulation of all proposals received, the date and time the proposals were received, the name of the proposer and proposal price.
- Scoring sheets summary

- Recommendation of winning response with justification
- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e., publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

Other Requirements

- Two (2) or more responsive bidders required
- Awarded to highest scoring proposals
- Any or all proposal responses may be rejected for a sound, documented reason
- RFP must be advertised for a reasonable amount of time to garner sufficient responses
- Purchases over \$350,000.00 are to be made per 2 CFR § 200.320(b).

Request for Qualification (RFQ) Procurements

Request for Qualification Procurements are a competitive procurement utilized for professional architectural and engineering services. RFQs are a form of procurement whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. Technical evaluations and selections will be conducted according to the City of Wauchula's written procedures.

Allowable Types of Contracts

- Firm-Fixed Price Contract: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)

- Time and Materials (with a Not to Exceed limit)

Request for Qualifications Procurement Documentation Requirements

- RFQ and addenda, if applicable
- All RFQ responses received
- Individual scoring sheets and tabulation
- Scoring sheets summary
- Recommendation of winning response with justification
- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e. publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate and Cost Reasonableness Analysis (cost or price analysis)
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in Appendix II of 2 CFR 200

Other Requirements

- Two (2) or more responsive proposals required
- Awarded to highest scoring proposals
- Any or all qualifications responses may be rejected for a sound, documented reason
- RFQ must be advertised for a reasonable amount of time to garner sufficient responses
- Purchases over \$350,000.00 are to be made per 2 CFR § 200.320(b)

Non-Competitive Procurement

Recipients of federal funds are required to conform with the Uniform Guidance at 2 C.F.R § 200 which establishes that all procurement actions of property or services must be conducted in a manner providing full and open competition. Non-competitive procurements are only allowed in circumstances where at least one of the conditions below is true:

- The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold.
- The procurement transaction can only be fulfilled by a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation.
- The City of Wauchula requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- After solicitation of several sources, competition is determined inadequate.

Sole Source Purchases

Despite not being the preferred method of procurement, careful consideration must be given, and a well-documented, thorough written justification provided for all Sole Source Purchases. Situations that may justify Sole Source purchases:

- A formal solicitation within a reasonable prior period has not produced satisfactory results.
- There is a public exigency or emergency that will not permit a delay resulting from publicizing a competitive solicitation.
- There is a need for continuity of professional services.
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity.
- There is no competitive marketplace for the requirement, such as in cases of monopolies, fixed prices by legislation or government regulation, or proprietary products or services.
- The value of the procurement is below the monetary threshold established for formal solicitation methods.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

It is the policy of the City of Wauchula, in compliance with 2 CFR § 200.321, that small businesses, Minority and Women Business Enterprises (MBE/WBE), veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list), are considered as set forth below, subject to any change in federal law affecting these provisions. Such consideration means: :

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by these business types.

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Language supporting equal opportunity shall be included in solicitation specifications and contract documents, contractor eligibility shall be verified, required documentation shall be secured, and compliance shall be monitored.

Independent Cost Estimate & Cost/Price Analysis

The City of Wauchula and its contractor(s) must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, The City of Wauchula and its contractor(s) must make independent cost estimates before receiving bids or proposals.

A cost or price analysis must be conducted when the offeror is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost or price analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A cost or price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

The City of Wauchula and its contractor(s) will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost or price analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with 2 CFR 200 Subpart E – Cost Principles.

Bonds & Insurance

The City of Wauchula and its authorized purchasing official(s) shall ensure that bonding requirements are included for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold in accordance with 2 CFR § 200.326.

At a minimum, this includes:

- 1) A bid guarantee from each bidder is equivalent to five percent (5%) of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of

the bid, execute any required contractual documents within the specified timeframe.

- 2) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all people supplying labor and material in the execution of the work provided for in the contract.

The City of Wauchula and its authorized purchasing official(s) shall ensure that all bonds are obtained from companies holding certificates of authority as acceptable sureties issued by the U.S. Department of the Treasury. Documentation of bonding requirements and verification of compliance shall be maintained in the procurement file.

Contract Provisions

The City of Wauchula's and its contractor's contracts shall contain provisions outlined in this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

Contracts for more than the simplified acquisition threshold (\$350,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

Contracts that meet the definition of "federally assisted construction contract" must include the equal employment opportunity clause provided under 41 CFR §60-1.4(b).

Davis-Bacon Act. (1) Construction contracts for more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-4144 and 3146-3148); specifically that: (1) Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages; and (2) Contractors must be required to pay wages not less than once a week.

Davis-Bacon Act. (2) Subrecipients must include a copy of the current prevailing wage determination in each solicitation for construction services in excess of \$2,000, and the decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. Note: Acceptance of the wage determination is usually implicit upon awarding the contract.

Davis-Bacon Act. (3) Construction contracts for more than \$2,000 must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), which provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Include copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions. Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of “funding agreement”, must comply with the requirements of 37 CFR §401, Rights to Inventions made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

Clean Air Act & Federal Water Pollution Control Act. Contracts and subcontracts of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to comply with the Clean Air Act (42 U.S.C. §7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387).

Debarment & Suspension. The City of Wauchula and its contractor(s) must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR § 570.609. Contracts must not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM).

Byrd Anti-Lobbying Amendment. Contractors that apply or bid for any awards must file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Access by the City of Wauchula, FloridaCommerce, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor and subcontractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contracts are subject to HUD’s Green Building Standards requirements per Federal Register Notices (81 FR 83254).

Procurement of Recovered Materials

When preparing specifications for products that can be produced from recovered materials, the City of Wauchula should include a clause indicating the desire for recycled products. The City of Wauchula

should also define, for the purposes of the specific purchase, the minimum percentage of recovered material which will be required to be considered for the ten percent (10%) preference. In addition, the City of Wauchula should describe the award process so that all vendors know how the evaluation and award is to be made. The City of Wauchula and its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962.

Domestic Preferences for Procurements

The Director of Procurement and Project Management shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322 and the Build America, Buy America Act (BABAA). This requirement shall be included in all applicable procurement solicitations and contracts for infrastructure projects funded with Federal financial assistance. The Project Manager shall ensure that all contractors, subcontractors, and suppliers comply with BABAA requirements, including that iron, steel, manufactured products, and construction materials are produced in the United States, unless a valid waiver or exception is approved. Documentation demonstrating compliance, including certifications and supporting records, shall be maintained in the procurement file.

Recordkeeping & Access to Records

The Project Manager shall maintain records sufficient to detail the history of each procurement action. These records shall include rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The records shall also include a justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award, cost or price.

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the City of Wauchula which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the City of Wauchula's personnel for the purpose of interview and discussion related to such documents. The City of Wauchula shall include provisions in all awarded contracts that these rights also apply to contractors and that contractors shall maintain all required records for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer.

Eligibility & Debarment

Prior to the award of a contract with a contractor, the City of Wauchula shall verify eligibility and debarment status through the System for Award Management (SAM.gov) of the prime contractor and all subcontractors and sub-tier subcontractor prior to issuing a contract, including subcontractors and sub-tier subcontractors that were not submitted with the prime contractor's bid, but were utilized for the contract after contract award. The City of Wauchula shall not enter into any contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". The City of Wauchula will

maintain proof of SAM.gov verification in project files in line with recordkeeping requirements.

Employment Eligibility Verification (E-VERIFY)

The City of Wauchula will comply with Executive Order 11-116, signed May 27, 2011, by the Governor of Florida which requires all agencies under the direction of the Governor to include, as a condition of all contracts for the provision of goods and services in excess of nominal value to expressly require subrecipients to:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subrecipient during the subrecipient's executed grant agreement term; and
- Include in all contracts the requirement that contractors, subcontractors, consultants, and subrecipients performing work or providing services use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants, and subrecipients during the term of the agreement.

Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires recipients and subrecipients of CDBG funds to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to low-and very low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low-income persons.

It is the policy of the City of Wauchula to ensure that economic opportunities generated from HUD-funded projects to the greatest extent feasible, will be directed to low and very low-income persons, particularly those receiving assistance for housing, and the businesses that provide economic opportunities to these persons. The City of Wauchula will utilize its policies with the intent to direct opportunities to local residents and businesses by requesting all contractors and subcontractors to make a good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of Wauchula implements this policy through awarding contracts to contractors, vendors, professional service providers, consultants and suppliers, to create employment and business opportunities for residents in disaster declared areas throughout Florida and other qualified low- and very low-income persons. The City of Wauchula hopes to strengthen local economies and level the playing field for Section 3 workers and businesses who are most vulnerable post-disaster.

The requirements of Section 3 are dependent upon the date of the contract award.

- Contracts awarded before November 30, 2020, are subject to the Section 3 requirements in 24 CFR 135,
- Contracts awarded on or after November 30, 2020, are subject to the Section 3 requirements in 24

CFR 75

Contracts subject to 24 CFR 75 are also responsible for meeting the compliance requirements of 24 CFR 135 unless superseded by 24 CFR 75.

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COMPLIANCE MONITORING FOR CDBG PROGRAMS Policy and Procedures

Introduction

Per CDBG regulations at 24 C.F.R. 570.501(b), subrecipients of CDBG funds are responsible for carrying out their programs in compliance with HUD's CDBG Program requirements and federal regulatory requirements, including monitoring their project administrators/consultants, contractors, and subcontractors.

Additionally, 2 CFR 200.328 states that the non-federal entity is responsible for the oversight of the operations of federal award supported activities and that such monitoring must cover each program, function, or activity.

As such, throughout the application, planning, design, and implementation phase of the CDBG project, The City of Wauchula will conduct monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases. The City of Wauchula will work to ensure that the project(s) and program(s) are operating efficiently and effectively and that CDBG funds are being used appropriately. Conducting effective monitoring of program compliance with program guidelines, requirements, regulations, and procedures is important for identifying areas of strong performance and areas that need improvement and/or corrective action.

The City of Wauchula has established the Compliance Monitoring Plan (CMP) to:

- Gauge the overall progress and effectiveness of project/program implementation.
- Identify and resolve compliance issues that may compromise project/program integrity, funding, and service delivery.
- Identify areas that would benefit from technical assistance and/or training.

The CMP may be updated as needed based on program design and any applicable changes to federal and local requirements over the life of the grant.

Types of Monitoring

The City of Wauchula will perform an initial risk assessment to evaluate each CDBG project/program to determine what level of monitoring will be conducted to ensure that all projects are compliant. A range of monitoring methods will be used including, but not limited to:

- **Desk Reviews:** A review of documents submitted by program administration staff, financial management staff, consultants/contractors/vendors.
- **Onsite Reviews:** A review of documentation to ensure compliance and completeness, financial expenditure records, interviews with program administration and financial management staff, and inspection of records for the CDBG activities conducted.
- **Internal Team Reviews:** Pre-monitoring assistance provided during both the early stages of program development and during instances of program staff turnover to assess critical risks and rebuild capacity, including a review of detailed processes to preempt any potential future compliance issues.

Standardized monitoring checklists will be used to ensure consistency and to provide a detailed record of the monitoring.

Risk Assessment

The City of Wauchula will conduct a risk assessment on all programs in order to identify those projects and programs that are most susceptible to fraud, abuse, or mismanagement. The risk assessment provides critical information to effectively target resources toward projects and programs that pose the greatest risk to the integrity of the City of Wauchula's CDBG funding, including identification of the projects and programs to be monitored on-site and remotely, the program areas to be covered, and the depth of the review. This assessment will allow the City of Wauchula to minimize potential risk as it administers its CDBG allocation. The matrix below lists the risk assessment criteria. In addition to the quantitative measures listed in the matrix, qualitative risk factors may also be considered. This will not change the overall risk score but may provide justification for including a project/program in the CMP. Such qualitative factors include but are not limited to:

- local media reports
- litigation
- major new programs undertaken
- subsequent disasters
- staff turnover
- citizen complaints.

The City of Wauchula's CMP includes a Risk Matrix which lists the general risk assessment criteria. In addition to the quantitative measures listed in the matrix, qualitative risk factors may also be considered. The consideration of qualitative risk factors will not change the overall risk score but may provide justification for including an entity in the Monitoring Workplan and Approach. Such qualitative factors include but are not limited to local media reports, litigation, major new programs undertaken, subsequent disasters, staff turnover, and citizen complaints. The City of Wauchula may adjust the matrix outlined below to reflect new criteria or risk factors as identified.

CRITERIA	DESCRIPTION	HIGH RISK	MEDIUM RISK	LOW RISK
		10 Points	6 Points	3 Points
Organizational Capacity	Subrecipient's current grant management staff capacity and its ability to ensure programmatic compliance with the CDBG regulations.	Turnover of at least 1 key person and program complexity is greater than programmatic knowledge and capacity of its current staff.	Program complexity is greater than programmatic knowledge and capacity of its current staff.	No turnover and program complexity are in line with current staff capacity and program knowledge.

CRITERIA	DESCRIPTION	HIGH RISK	MEDIUM RISK	LOW RISK
Financial Management/ Funding Award	Total funds allocated to the program, including all funding sources (e.g., federal/state grants, leverage funds, in-kind donations, SBA loans, etc.).	7 Points	5 Points	3 Points
		Over \$100M	\$50M - \$100M	Less than \$50M
Project Complexity	- Type of activities - Complexity of project implementation process - Applicability of federal cross-cutting requirements - Existing policies and procedures - Multiple departments/agencies involved in project	10 Points	6 Points	3 Points
		4+ activity types; Highly complex implementation process; Many cross-cutting requirements apply; No drafted program policies & procedures, and/or internal SOPs; 3+ departments/agencies involved in project	3 or fewer activity types; Implementation process may strain resources; Cross-cutting requirements apply; Drafted but not approved program policies & procedures, and/or internal SOPs; 2 departments/agencies involved in project	1-2 activity types; Implementation process is manageable; Little or no cross-cutting requirements apply; Approved program policies & procedures, and/or internal SOPs; 1 or less departments/agencies involved in project
Implementation Method	Type of entity implementing the project (more layers, more risk).	8 Points	5 Points	2 Points
		Subrecipient with no CDBG Infrastructure experience	Subrecipient with CDBG Infrastructure experience	Consultant
Relevant Experience	Prior experience administering CDBG and/or other federal grant programs.	10 Points	6 Points	3 Points
		No experience	1-3 years	4+ years
Compliance History	Prior monitoring/compliance history with federally funded programs.	8 Points	5 Points	2 Points
		No past monitoring or severe deficiencies were identified.	Evidence of prior monitoring; deficiencies noted, but none severe.	Evidence of prior monitoring; no deficiencies noted.
		5 Points	3 Points	1 Point

Project Implementation Timeline	Projected vs actual timeline for program completion, Deliverables/tasks completed timely; performance management.	Significant project delays experienced (longer than six months).	Project delays less than six months.	Project moving along according to schedule.
Drawdown/Expenditure Rate	CDBG award funding is spent according to project budget and activity work plan.	8 Points	5 Points	1 Point
		Spending below expectations	Spending meeting expectations	Above Expectations - <i>project implementation is ahead of schedule</i>

Monitoring

After the risk analyses are complete and results are finalized, high-risk programs, as identified through the primary factors above, may be reviewed more frequently. Technical assistance may be provided for additional guidance and support.

As necessary and possible, the City of Wauchula will conduct programmatic and fiscal monitoring reviews for each active CDBG program or subrecipient (2 CFR 200.332(b)). Desk reviews may be performed if an onsite review is not feasible. Additional monitoring may occur if a matter is uncovered by an external audit or additional monitoring is necessitated by the possibility of fraud, waste, or mismanagement.

Monitoring Support Team

Once a Risk Assessment is completed on a new program and if assistance needs are identified in the early stages of program development and implementation, The City of Wauchula may approve Monitoring Support Team. The Monitoring Support Team coordinates with the City of Wauchula program staff to ensure full understanding of program status and undertake pre-monitoring assistance to address identified potential risks that may arise as the program develops towards implementation and establishes a work plan to implement solutions during program development.

Following are the three stages of the Monitoring Support Team process:

1. Post-Risk Assessment and Work Plan Development
 - A. Identify key findings of assessment and discuss remedies with program staff.
 - B. Develop recommendations for resolving identified risks.
 - C. Collaborate with program staff to develop goals and action items for recommendations.
 - D. Develop key milestones and due dates for action items.
 - E. Incorporate work plan into the program implementation timeline.

2. Program Implementation

- A. Re-evaluate program for identified risks and make assessment on improvements made or outstanding risks to be addressed.
- B. On-going collaboration with program staff to address risks and complete workplan.

3. Risk Reduction Feedback/Results

- A. Develop a summary of how the risk analysis recommendations and workplan goals or action items resulted in a measurable reduction in risk within the program, which also includes program best practices and lessons learned.
- B. Circulate as appropriate throughout DEO to be referenced for similar programs going forward as institutional knowledge to reference.

Monitoring Process

Programmatic Monitoring

The monitoring review is broken into 4 stages: planning, fieldwork, reporting, and response.

Planning

Once the workplan has been established, an individual, written monitoring strategy will also be developed to further define the scope and focus of each monitoring engagement. In developing the monitoring strategy, the Monitoring Support Team will identify key risk factors associated with specific activities to be monitored, the likelihood of non-compliance and the potential impact. This will determine critical risks that should be addressed during the monitoring visit.

Furthermore, for consultant/contractor monitoring engagements, all consultants/contractors implementing projects under the monitored programs will undergo a risk assessment. This assessment will review key risk criteria as identified in the Risk Matrix above but will include additional risk factors such as a review of past City of Wauchula monitoring and federal Single Audit findings for evidence of outstanding sanctions or non-compliance. These risk assessments will be similar in scope but conducted solely on applicable consultants/contractors during the planning phase of monitoring engagements. The assessment results will support the City of Wauchula in the identification of high-risk consultants/contractors and/or CDBG projects, that will be monitored more frequently as part of the monitoring strategy.

The program and/or entity being monitored will receive a notification letter within 30 days of the planned monitoring review (Desk Monitoring or On-Site Monitoring for construction projects) which will detail the type of monitoring, timeframe to conduct the monitoring, and the nature and scope of the review. Preliminary documentation may be requested to facilitate further planning, such as sample selection, prior to the start of the monitoring. To the greatest extent feasible, documentation on-hand should be reviewed prior to the monitoring engagement to maximize the time available for reviewing documents during the monitoring. Such documentation may include the following:

- Active written agreements with the Monitored Entity.

- Progress and performance reports.
- Payment requests including invoices and support documentation.
- Documentation of previous monitoring(s), including open findings.
- Section 3, Davis-Bacon, Labor Standards, etc. required documentation.
- Copies of any audit reports of the entity/program; and
- Any documentation received from the Monitored Entity.

Any potential deficiencies or evidence of non-compliance identified from the review of documentation prior to the engagement will be incorporated into the monitoring strategy.

Fieldwork

The fieldwork stage is comprised of two monitoring review types: desk monitoring and on-site monitoring. Each form of monitoring has its own process and requirements in order to complete the monitoring:

- Desk Monitoring: A desk monitoring should not exceed 10 business days from the start date of the monitoring. Extensions for desk monitoring can be allowed under extenuating circumstances.
- On-site Monitoring: On-site monitoring should not exceed 5 business days from the start of the monitoring. However, additional on-site reviews at different satellite locations, e.g., different contractors/construction sites, may require an extension of time out in the field in order to complete on-site review(s).

During the fieldwork stage, the City of Wauchula will conduct an entrance conference with the appropriate representatives to explain the purpose of review. During the meeting, the City of Wauchula Compliance Team will:

- Explain the purpose, scope and schedule of the Monitoring Event.
- Confirm key personnel that will assist during the monitoring.
- Determine the times for interviews with key personnel, including the times for key personnel to be available to answer questions about files, if necessary.
- Schedule physical inspections, if applicable; and
- Verify the project grant administration to be reviewed and how access to file will be granted.

Thereafter, the City of Wauchula should receive access to all documents requested in the notification letter and the sample of files selected for review. The City of Wauchula will use the monitoring checklists identified during the planning phase to perform the review. The checklists will be completed by the City of Wauchula throughout the monitoring event, including the notes related to the file review and interviews with key personnel.

Throughout the engagement, the monitoring staff will maintain an on-going dialogue with the program/project management staff. This communication will keep the City of Wauchula staff informed as

to how the monitoring is progressing, enable discussion of any problem areas encountered, and provide the program/project management team an opportunity to present additional information regarding preliminary findings and concerns. This will also minimize the potential for surprises during the exit conference or in the Monitoring Report.

At the conclusion of the monitoring review, the City of Wauchula will conduct an exit conference with key personnel to discuss preliminary findings and concerns. This meeting includes the following objectives:

- To present preliminary results of the monitoring visit and establish a clear understanding of the results of the monitoring review and next steps.
- To provide an opportunity for the program/project team to correct any misconceptions or misunderstandings.
- To secure additional information to clarify or support the position of the program/project team; and
- To provide an opportunity for the program/project team to report any steps taken to correct any deficiencies identified throughout the monitoring review.

During the exit conference, the monitoring team will also communicate next steps with the program/project management staff and establish timelines for corrective actions, if necessary. All stakeholders should have a clear understanding of the monitoring results at the conclusion of the fieldwork phase.

Although the monitoring review may conclude once the City of Wauchula has conducted the exit conference, the monitored entity may be given the opportunity to provide documents to resolve preliminary findings and concerns notated in the exit conference prior to the issuance of the official Monitoring Report. The documents could result in a monitoring review conclusion which may impact the final monitoring results. In most cases, this additional review will further clarify monitoring conclusions raised during the exit conference and will not result in any substantial changes in the preliminary monitoring results or review scope. Regardless of the level of changes to the preliminary monitoring results, if any additional items are identified after fieldwork is complete that affects the final report, the program/project staff or subrecipient should be made aware prior to the issuance of the report.

Reporting

Once fieldwork is completed, a Monitoring Report will be prepared and signed by the OLTR Compliance and Reporting Manager, OLTR Administration Bureau Chief, or their designee, within 60 days from the date of the exit conference, which summarizes the result of the monitoring review. The report should correspond to items discussed during the exit conference. Monitoring reviews may result in:

- **Findings** – issues that require immediate corrective actions by the program.
- **Concerns** – issues regarding the performance of programs or activities that may result in noncompliance if they are not addressed.
- **Observations** – issues which could lead to a concern or finding if not addressed, but there is not

enough evidence at the time of the monitoring that would warrant a concern or finding.

The report will include recommended corrective actions that would remedy the identified deficiency or concern. The tone of the Monitoring Report should be positive and strike a balance between recognizing the common goal of responsibly and effectively implementing CDBG program(s) and reinforcing the needs and requirements to correct any deficiencies. If appropriate, the report should include significant accomplishments or positive changes to establish and/or maintain positive relationships and to recognize the dedication and commitment of the program/project management staff to the program mission.

Response

The program/project management staff or consultant have 30 days to respond to all findings in the written Monitoring Report, unless an alternate timeline is specified in the report. The management response should include a plan and timeline for completing the required corrective actions, or proposals for alternate actions to remedy the situation. For example, the plan and timeline would outline an avenue for program/project management staff or consultant to request an extension of time, usually an additional 30 days, to complete corrective actions or to allow justifications for alternative correction actions. If issues are identified for corrective action and/or the responses to the Monitoring Report are deemed insufficient or incomplete, follow-up actions will be scheduled to track and record the progress of the resolution, including the submission of follow-up letters and issuance of incomplete corrective action determinations. These follow-up actions usually take no longer than 60-90 days from the issuance of the initial Monitoring Report, but the timing and frequency of the follow-up communication will be determined at the City of Wauchula's discretion and should be based on the severity of the deficiency. All follow-up actions and determinations on incomplete actions or responses will be documented.

Once all findings and concerns have been remediated, the City of Wauchula Compliance and Reporting Manager, or their designee, will issue a Clearance Letter to the contractor's project manager or consultant indicating that the issue has been closed. If in the course of finalizing the Monitoring Report, or during the monitoring visit, there was completion in addressing prior findings, the Monitoring Report may serve as the clearance letter, noting that the prior findings were resolved. All findings must be addressed prior to closure of the program/project.

Fiscal Monitoring

The City of Wauchula will perform fiscal monitoring reviews internally for all programs/projects that receive CDBG funding. There are three events that trigger a fiscal monitoring review of a project and/or consultant:

- First draw request,
- Earlier of 25% or \$1 million of draw requests, and
- Final draw request

The monitoring process for fiscal monitoring mimics the process for programmatic monitoring. The City of Wauchula will perform planning, fieldwork, reporting, and receive responses for any findings or concerns needing resolution that were noted in the final report.

Technical Assistance

The City of Wauchula will continuously identify areas of opportunity to provide technical assistance (TA) where needed. The objective of technical assistance is to ensure compliance with Federal and State regulations and program requirements. The nature and extent of TA will be determined at the discretion of The City of Wauchula. Some examples of TA will include:

- Verbal or written advice
- Formal training; and/or
- Documentation and guidance.

When deficiencies are identified through monitoring activities, TA may be required to assist in the resolution of the deficiency. If similar deficiencies are noted for multiple entities, organized TA activities may be coordinated. The training shall be coordinated between monitoring staff and program management staff, and training materials will be posted to the City of Wauchula's website for reference.

Remedies for Non-Compliance

In accordance with 2 CFR 200.338 to 200.342, in the event that the program/project management staff or consultant fails to correct identified deficiencies within a time period which is 90 days of greater from the issuance of the official Monitoring Report, Subrecipient may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the program/project management staff/consultant or more severe enforcement action by the City of Wauchula.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the contract.
- Recommend the Federal Awarding Agency initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
- Withhold further awards for the project or program.
- Take other remedies that may be legally available.

Additionally, and as identified within 2 CFR 200.521, the City of Wauchula may enact management decisions if continual consultant non-compliance or deficiencies exist through incomplete corrective actions. These conditions may arise from monitoring findings as well as audit findings through the use of any federal subaward the City of Wauchula has received. In these cases, the City of Wauchula may also utilize the remedies described above and/or in consultant agreement in an effort to ensure a consultant comes back into compliance. These decisions may occur as a result of the following reviews:

- A systemic or unresolved deficiency from a monitoring engagement as detailed within this section, with the consultant responding as outlined within the Response phase; or

- Any deficiency(ies) or determination(s) of non-compliance which are identified through other City of Wauchula initiated audit review(s).

ANTI-FRAUD, WASTE, AND ABUSE (AFWA) Policy and Procedures

Purpose

The purpose of this Anti-Fraud, Waste, and Abuse (AFWA) Policy is to establish a comprehensive framework for the prevention, detection, reporting, and resolution of fraud, waste, and abuse associated with CDBG funded activities. This policy ensures that all funds are used in accordance with applicable

federal and state requirements and reinforces the City of Wauchula's commitment to transparency, accountability, and responsible stewardship of public resources.

Regulatory Authority

This policy is established in accordance with applicable federal and state laws and regulations, including but not limited to 2 CFR §200.303 (Internal Controls), 2 CFR §200.400–405 (Cost Principles), 2 CFR §200.334 (Record Retention), 18 U.S.C. §1001 (False Statements), Section 112.3187, Florida Statutes (Whistle-blower's Act), and Section 837.06, Florida Statutes (False Official Statements). This policy also aligns with applicable HUD Federal Register Notices governing CDBG programs, as well as any relevant local ordinances.

Definitions

Fraud is defined as any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Fraud includes false representation of facts, making false statements, or by concealment of information.

Examples of fraud include, but are not limited to:

- Misrepresentation of:
 - Income (Unreported or under-reported)
 - Household composition
 - Financial resources (transferred or hidden resources)
 - Residency
 - Citizenship status
- Using another person's identification
- Falsifying documents such as:
 - Invoices
 - Timesheets
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Waste is defined as the act of using or expending resources carelessly, extravagantly, or for no purpose, including inefficient or ineffective practices that result in unnecessary costs. This includes situations where unnecessary costs are incurred due to inefficient or ineffective practices, systems, or controls, and includes but is not limited to the following examples:

- Purchasing unnecessary supplies, material, and equipment.
- Purchasing supplies without regard to cost; and
- Using supplies, materials, and equipment carelessly resulting in unnecessary waste and replacement.

Abuse is defined as behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary under the circumstances.

Examples include but are not limited to the following:

- Making procurement or vendor selections that are contrary to existing policies or are unnecessarily extravagant or expensive.
- Receiving favor for awarding contracts to certain vendors.
- Using one's position for personal gain or to gain an advantage over another.
- Failing to report damage to equipment or property.
- Creating unneeded overtime; and
- Requesting staff to perform personal errands or work tasks for a supervisor or manager.

Other actions constituting fraud, waste, and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action for CDBG activities.
- Unnecessary cost or expenditures
- Diversion of program resources

ROLES AND RESPONSIBILITIES

The City Manager is responsible for ensuring overall compliance with federal, state, and programmatic requirements, including reporting obligations. The Finance Director is responsible for implementing oversight activities, conducting reviews, and coordinating investigations related to fraud, waste, and abuse. Finance staff are responsible for maintaining proper financial controls and ensuring that all expenditures are allowable, reasonable, and properly documented. All employees, contractors, and partners are responsible for adhering to this policy and promptly reporting any suspected fraud, waste, or

abuse. The City of Wauchula and external partners must also comply with these requirements as a condition of receiving CDBG funding.

INTERNAL CONTROLS

The City of Wauchula shall establish and maintain effective internal controls over all CDBG funded activities in accordance with 2 CFR §200.303. These controls shall include, but are not limited to, segregation of duties, proper authorization and approval processes, accurate and complete recordkeeping, regular monitoring and oversight activities, and implementation of corrective actions when deficiencies are identified. The City of Wauchula shall also utilize a risk-based approach to identify areas of higher susceptibility to fraud, waste, and abuse and allocate oversight resources accordingly.

Fraud Awareness and Prevention

The City of Wauchula is committed to promoting a culture of integrity and accountability. This includes providing ongoing training for staff, ensuring clear communication of expectations, incorporating fraud prevention clauses into contracts and agreements, and conducting regular internal monitoring and risk assessments. The City of Wauchula may also utilize data analysis and performance monitoring tools to identify anomalies or trends that may indicate potential fraud, waste, or abuse.

Below are some preventative measures the City of Wauchula will take to proactively combat fraud, waste, and abuse:

- Post the City of Wauchula's fraud hotline number 863-773-3131 in a conspicuous place.
- Ensure that employees know they can report fraud anonymously.
- Ensure no employee has too much control over multiple functions (e.g., the person who reconciles the bank statement will not write or sign checks).
- Perform background checks before hiring employees, particularly employees who will have control over money or be involved in financial matters of the City of Wauchula.
- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, applicant eligibility and award determinations, and program activity files.
- Conduct regular internal monitoring of the City of Wauchula's CDBG programs and report results to program managers and the City of Wauchula agency director.
- Provide oversight monitoring for the City of Wauchula's CDBG contractor(s).
- Monitor any potential duplication of benefits, any anomalies, any suspected fraud related to performance problems, and any abuse of funds, as required by FloridaCommerce grant requirements.
- Review the risk level associated with all CDBG grant programs to determine the frequency of monitoring, as required by FloridaCommerce grant requirements.

- Identify and assist with investigations of potential fraud, referring cases to FloridaCommerce as appropriate.
- Oversee and coordinate all reporting for the City of Wauchula's CDBG programs, including state reporting requirements, data analysis, and providing data dashboards, as needed.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as with the resolution of monitoring findings.
- Require all staff to review this AFWA policy and complete the acknowledgement form at the end of this policy.

Fraud-Related Training

All City of Wauchula staff shall attend fraud-related training required by HUD and FloridaCommerce, to assist in the proper management and use of CDBG grant funds.

Reporting Requirements

All individuals have a responsibility to report suspected fraud, waste, or abuse. Allegations of waste or abuse may be reported internally through designated reporting channels, including hotline numbers or official email addresses. Allegations of fraud must be reported immediately to FloridaCommerce at cdbgdr_antifraudwasteabuse@commerce.fl.gov and the HUD Office of Inspector General (OIG) at <https://www.hudoig.gov/hotline/report-fraud> or HUD OIG Hotline number: 1-800-347-3735. The City of Wauchula shall ensure that reporting mechanisms are accessible and that individuals may report concerns anonymously if desired.

Florida's Whistle-Blower's Act

The City of Wauchula understands that confidentiality is important to avoid retaliation against individuals who report suspected or alleged fraud, waste, or abuse. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor (as defined in Section 112.3187(3)(d), Florida Statutes), that create a substantial and specific danger to the public's health, safety or welfare.

It also prevents agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the Department head, Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistle-blower's hotline at 1-800-543-5353 (Section 112.3187, Florida Statutes).

Investigation

All reported allegations shall be documented and reviewed promptly. The City of Wauchula will conduct preliminary assessments of reported waste or abuse and determine whether further investigation is warranted. All suspected fraud cases shall be referred to FloridaCommerce or appropriate external authorities and shall not be investigated internally due to the potential for criminal implications. The City of Wauchula shall maintain documentation of all complaints, reviews, and determinations in accordance with applicable requirements.

Record Retention

All records related to fraud, waste, and abuse reporting, investigations, and corrective actions shall be maintained in accordance with 2 CFR §200.334 and applicable state record retention requirements. Records shall be stored securely and made available for review upon request by authorized entities.

Administration

This AFWA policy will be reviewed annually and revised as necessary to comply with Federal and State requirements. The City of Wauchula Finance Department is responsible for the administration, revision, and application of this policy, which will take effect immediately following its approval.

Acknowledgment

City of Wauchula

Anti-Fraud, Waste, and Abuse (AFWA) Policy Acknowledgment Form

I acknowledge (with my signature below) that I have received and read a copy of the Anti-Fraud, Waste, and Abuse policy and will adhere to the requirements associated with my employment at the City of Wauchula.

Signature

Date

Print Name

CDBG Citizen Participation Plan

Introduction

The City of Wauchula has created this detailed Citizen Participation Plan to satisfy the requirements of the Housing and Community Development Act of 1974 as amended, 24 CFR 570.431 and 24 CFR 570.486 and sets forth the jurisdiction's policies and procedures for facilitating citizen participation. This Citizen Participation Plan is consistent with the requirements Section 508 of the Housing and Community Development Act of 1987 which amends Section 104(a) of the Housing and Community Development Act of 1974, 24 CFR 570. The Plan sets forth the procedures for Citizen Participation that shall be utilized during each stage of the Community Development Block Grant process and upon its adoption by the City of Wauchula shall remain in effect until otherwise amended.

Purpose

The purpose of this plan is to provide the citizens of the City of Wauchula with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, development, implementation, and assessment of the City of Wauchula's Community Development Block Grant Program-Disaster Recovery Project.

It is the intent of the City of Wauchula, through this Citizen Participation Plan:

- To increase interchange of information between CDBG Staff and the local citizens concerning community development and related concerns.
- To heighten public awareness as to the purpose and function of the CDBG Program and the types of assistance available, especially among low/moderate income residents of CDBG target areas.
- To increase community participation in program planning and implementation and thereby create local support for CDBG goals.
- To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

Citizen participation is a vital element in the preparation of a method by which community involvement will be solicited and maintained throughout the entire Community Development Block Grant process. The City of Wauchula strives to ensure such participation by utilizing the public hearing process and by appointing a Citizens Advisory Committee.

It is the policy of the City of Wauchula that the effectiveness of citizen participation in the planning, development, implementation, and assessment of the Community Development Block Grant process be analyzed during the public hearings and other called meetings and amendments to the Plan made when necessary. The City of Wauchula will solicit, and respond in a timely manner to, the views and proposals of all citizens, particularly low- and moderate-income persons, members of minority groups, and residents of blighted areas where the

potential exists for the undertaking of CDBG eligible activities. Upon adoption of this Plan, the following technical requirements shall govern this process:

Public Hearings

1. To ensure adequate notice of public hearings, all notices shall be printed in the non-legal section of the (local newspaper) no less than five (5) days and no more than twenty (20) days prior to each public hearing held at any stage of the Community Development Block Grant process.
2. When deemed appropriate, the City of Wauchula may also post notices of such hearings in not less than two public places. The posting of notices may only supplement publication of public hearing notices. A news article located in a conspicuous place in a newspaper of general circulation may be considered as sufficient printed notice to fulfill this requirement. The City of Wauchula may also utilize additional means (personal contact, radio, etc.) to the maximum extent possible to reach target groups identified above when this is necessary. A minimum of two public hearings will be held before the City of Wauchula to provide the greatest access for citizen participation in developing CDBG applications.
3. This requirement will generally be satisfied by holding the hearings at the Historic City Hall located at 225 East Main Street, Wauchula, FL 33873.
4. If it is determined the City of Wauchula has a known concentration of non-English speaking residents; the services of a translator will be obtained in the event a significant number of residents of a target area do not speak English and request such services. Notices shall include information concerning the handicapped.

Citizens Advisory Task Force

1. The City of Wauchula shall establish a Citizens Advisory Task Force for all CDBG projects other than economic development projects, which shall consist of no less than five (5), not more than seven (7) members appointed by the City of Wauchula in a manner, which will ensure substantial representation of low- and moderate-income persons and minorities. Committee members shall serve two (2) year terms.
2. The Citizens Advisory Task Force shall serve as a focal point or liaison between the City of Wauchula and its constituents in regard to CDBG project development and implementation. The Committee shall have the following duties and responsibilities:
 - a) Disseminate information concerning eligible activities, proposed projects, and the status of current projects.

- b) Coordinate various groups which choose to participate in the implementation of community development activities.
 - c) Review written comments assessing the implementation of the CDBG program.
 - d) Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
 - e) Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary,
 - f) Monitor the citizen participation process and propose such amendments as may be necessary to this Participation Plan.
3. The Citizen Advisory Task Force shall be a tool through which program progress can be analyzed and proposed amendments discussed, if applicable.

Access to Records

1. The City of Wauchula maintains a complete project file on its Community Development Block Grant program(s) which is available for public inspection during regular office hours in the City of Wauchula Clerk's office. This file shall include but not be limited to the following:
 - a. Citizen's Participation Plan
 - b. Community Development Plan
 - c. Community Development Block Grant Application
 - d. Program Amendments
 - e. Environmental Review Record
 - f. Financial Status
 - g. Fair Housing Ordinance
 - h. Equal Opportunity Requirements
 - i. Policies and Procedures Governing Beneficiary Eligibility
 - j. Performance Assessment Report
 - k. Written Comments and City's Response
2. Generally, the project file is available for review by any citizen or group; however, in no case will disclosure be made of any program participant's

financial status.

Technical Assistance

Program staff will provide technical assistance to citizens' committees, groups, and interested persons in the citizen participation process. This technical assistance shall focus on increasing public access to participating in the Community Development Block Grant decision making process through the Citizens Advisory Committee and ensuring that this participation is meaningful.

Technical assistance will be utilized to foster an understanding of program requirements, i.e., equal opportunity, relocation, environmental policies, beneficiary eligibility, etc.

Citizen Complaints and Appeals Policy

Purpose

The City of Wauchula is committed to addressing any concerns or grievances related to FloridaCommerce's or the City of Wauchula's CDBG program. Our goal is to resolve complaints and appeals received by the City of Wauchula efficiently and fairly. Anyone affected by the program can submit a complaint or appeal at any time. The City of Wauchula will address all submissions within fifteen (15) working days of receipt, where practicable.

How to Submit Complaints and Inquiries

Complaints or inquiries may be submitted using any of the following methods:

- Mail: Send complaints or inquiries to:
City of Wauchula
126 South 7th Avenue, Wauchula, FL 33873
- Email: Write to us at scamacho@cityofwauchula.com
- Phone: Call our hotline at (863)773-3131
- In-Person: Visit us at 126 South 7th Avenue, Wauchula, FL 33873

Handling Complaints and Inquiries

Upon receipt, all complaints and inquiries will be reviewed by the City of Wauchula program staff for:

- Investigation, if needed
- Resolution or follow-up actions

The City of Wauchula maintains a tracking system for all submissions, including:

- Complainant's name and contact information
- Date received
- Description of the issue
- Names of individuals contacted
- Summary of results and resolution

The City of Wauchula will make every effort to provide a timely written response to complaints and inquiries within fifteen (15) working days of receipt of complaint, where practicable. The City of Wauchula's goal is to address all concerns sensitively and fairly.

The City of Wauchula program staff will review complaints and inquiries monthly to identify any patterns that might indicate a need for policy changes or additional training.

Complaint Procedure

The following procedures will be followed for all complaints related to the CDBG program received by the City of Wauchula.

1. The complainant shall notify the City Clerk of the complaint. The initial complaint may be expressed verbally or by written correspondence. If the complaint is submitted verbally, the designated City Clerk will document the substance of the complaint, as well as the date and time the complaint was received.
2. The City Clerk will notify the Deputy City Manager of the complaint within two (2) working days.
3. The Deputy City Manager will investigate the complaint and will report the findings to the City of Wauchula's City Manager within three (3) working days.
4. The City of Wauchula City Manager will notify the complainant of the findings of the Deputy City Manager in writing or by telephone within ten (10) working days, where practicable. If the City of Wauchula is unable to respond to the complainant within fifteen (15) days from receipt of the complaint, the City of Wauchula will document why additional time is needed.
5. If the complainant is aggrieved by the decision, they must submit the complaint in writing (if previously submitted verbally) to the City Clerk, who will forward the complaint along with actions taken by the Deputy City Manager to the City Manager for their review. This will be accomplished within five (5) working days of receipt of the written complaint.
6. The City Manager will have thirty (30) working days to review the complaint and respond to the complainant in writing.
7. If the complainant is not satisfied with the response of the City Manager, they must notify the City Clerk in writing that he or she requests a hearing by the City of Wauchula's City Commission. The complainant will then be placed on the next regularly scheduled meeting agenda. The City Clerk will notify the complainant in writing of the date of the hearing.
8. At the hearing, the complainant will have the opportunity to present all relevant facts, witnesses, etc., relating to the substance of the complaint. The City of Wauchula's City Commission will consider the evidence presented at the hearing and forward to the complainant within ten (10) days a certified copy of the minutes of the hearing and a response to the complaint.

Complaints concerning the general administration of the CDBG Program may be submitted in writing directly to (FloridaCommerce) the following address:

FloridaCommerce

Office of Long-Term Resiliency
 The Caldwell Building
 107 E Madison St. MSC 420
 Tallahassee, Florida 32399

Complaints can also be submitted to FloridaCommerce via the agency's website at <https://www.floridajobs.org/office-directory/office-of-the-inspector-general/complaint2>.

Complaints Related to Fair Housing and Equal Opportunity Violations

All citizen complaints relating to Fair Housing or Equal Opportunity Violations alleging discrimination shall be forwarded to HUD for resolution, via the following methods:

U.S. Department of Housing and Urban Development
 Regional IV, Atlanta Regional Office of FHEO
 77 Forsyth Street SW
 Atlanta, GA 30303

Or

Complainant may contact the HUD FH/EO Intake Specialist directly at the Toll-Free Telephone at:

1-(800) 669-9777

Or

Complainant may submit an inquiry online at <https://www.hud.gov/fairhousing/fileacomplaint>.

Formal Appeals

Specific policies and procedures related to filing appeals, as well as the type(s) of determinations that are appealable, are detailed in individual FloridaCommerce-approved program guidelines.

Citizens, however, can generally appeal decisions relating to:

- Program eligibility
- Assistance award calculations
- Program outcomes related to damage assessments

Opportunities for administrative hearings are provided to all appellants pursuant to section 120.569, Florida Statutes. Refer to Florida Administrative Code rules 28-106.104(2), 28-106.20(2), and 28-106.301 for details on filing a petition. Mediation is also available under Section 120.573, Florida Statutes.

Petitions must be filed with the Agency clerk within thirty (30) calendar days of receiving the determination from the City of Wauchula. If reconsideration or an informal appeal is requested, the appeal period under Chapter 120, Florida Statutes, will be extended until a decision is made.

For additional assistance, contact the City of Wauchula Deputy City Manager at (863)773-3131..

Record Keeping

The City of Wauchula will maintain a dedicated file for all reports of complaints and appeals, ensuring proper documentation and tracking, including how each complaint was resolved, or alternatively, directed to FloridaCommerce or HUD for investigation and resolution.

Compliance with Applicable Laws

This policy does not invalidate nor supersede the personnel or other policies currently adopted by the City of Wauchula. It is intended to serve as a guide for handling CDBG program complaints and appeals in compliance with federal and state laws.

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CDBG-DR and CDBG-MIT Duplication of Benefits Policy

Background

CDBG-DR and CDBG-MIT funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance, FEMA funds, SBA loans, and other federal grants. To avoid duplicative assistance and potential de-obligation of funding, the City of Wauchula will utilize all possible funding sources before applying CDBG-DR and CDBG-MIT dollars to a project.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (the “Stafford Act”), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis. The Stafford Act DOB requirements apply to all federal agencies, including HUD, administering a disaster recovery program in which financial assistance for emergency response and long-term recovery is provided. CDBG-DR and CDBG-MIT grants are subject to these requirements.

Section 312(a) of the Stafford Act requires federal agencies to assure that no person, business concern, or other entity receiving federal financial assistance receives funds for any part of a loss already paid by insurance or any other source. Section 312(c) makes any person receiving duplicative assistance liable to the Federal Government for the duplicative amount and states that “the agency which provided the duplicative assistance shall collect [it] from the recipient when the head of such agency considers it to be in the best interest of the Federal Government” (42 USC 5155(c)). Additionally, Section 312(b) of the Act permits the payment of assistance to someone who is or may be entitled to future payments from insurance or another source “if such person agrees to repay all duplicative assistance to the agency providing the Federal assistance” (42 USC 5155(b)).

On June 20, 2019, HUD issued Federal Register guidance applicable to DOB, 84 FR 28836, entitled “Updates to Duplication of Benefits Requirements under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grants,” outlining the DOB requirements consistent with the Disaster Recovery Reform Act of 2018 (DRRA) as provided in division D of Public Law 115-254. The 2019 DOB Notice, 84 FR 28836, is applicable to activities FloridaCommerce submits to HUD on or after the applicability date of June 25, 2019, and (per 88 FR 32049) before October 5, 2023.

The 2019 DOB Notice—84 FR 28836—revised the DOB requirements that apply to CDBG–DR and CDBG-MIT grants for disasters declared between January 1, 2015, and December 31, 2021. However, section V.B.2(iii) of this notice specifies that for major disasters or emergencies declared between January 1, 2016, and December 31, 2021 (DRRA Qualifying Disasters), a statutory exception applies due to DRRA amendments to section 312 of the Stafford Act. Per 84 FR 28841, The full amount of a subsidized loan available to the applicant for the same purpose as CDBG–DR and CDBG-MIT assistance must be included in the DOB calculation unless one of the exceptions in section V.B.2., including V.B.2(iii), applies.

For DRRA Qualifying Disasters, FEMA has advised that a loan is not a prohibited duplication of benefits under section 312(b)(4)(C) of the Stafford Act, as amended by section 1210 of the DRRA, provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency. These temporary changes to the treatment of subsidized loans made by the DRRA (division D of Pub. L. 115– 254) sunset on October 5, 2023 (as specified in section V.B.2, 84 FR 28841).

DOB Overview

Fundamentally, the state and its subrecipients, including the City of Wauchula, must prove that they have accounted for funding an applicant has received for the same purpose as the CDBG-DR and CDBG-MIT grant, prior to expenditure of grant funds. The following are sources of funding assistance provided for structural damage and loss that are considered a DOB and under federal law must be deducted from the CDBG-DR and CDBG-MIT assistance provided:

- FEMA Public Assistance Grants
- Private and/or FEMA (NFIP) Insurance
- SBA Loans
- Charitable Donations of property, supplies, services, and volunteer labor
- Local or State Funds
- Other Federal Programs
- Any other funding source available for the same purpose as a CDBG-DR and CDBG-MIT grant that may duplicate assistance.

The City of Wauchula will follow FloridaCommerce's established procedures for DOB verification—including in the applicable Policy Manual and the Program Guidelines for each program—to address the specific types of DOB and related analysis that is performed for each project (e.g., FEMA Public Assistance for public infrastructure projects). The City of Wauchula will consider all possible disaster recovery funding sources when calculating DOB.

The Stafford Act requires that recipients/subrecipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance.

A DOB occurs when:

- A beneficiary receives assistance, and
- The assistance comes from multiple sources (private insurance, FEMA, NFIP, non-profits, etc.), and
- The total assistance amount exceeds the need for a particular recovery purpose.

Eligible recipients of CDBG-DR and CDBG-MIT assistance may have previously received assistance from other sources. Under the requirements of Stafford Act (42 U.S.C. 5121, et seq.), as interpreted and applied by HUD, FloridaCommerce must take into account certain aid received by the City of Wauchula in determining the amount of assistance which can be granted. In accordance with the Stafford Act, all projects must perform due diligence to identify potentially duplicative sources of funding, analyze whether the source is duplicative, and include duplicative sources in an assessment that is deducted from the project's need-based award determination.

Funds received from any source will reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance provided from the source(s). Documentation must be provided demonstrating the cost and type of assistance.

Not all types of assistance would constitute a DOB. FloridaCommerce allows for reductions of DOB totals if the City of Wauchula can prove that the use or control of the funds meet certain criteria. For DOB calculations, the City of Wauchula must exclude amounts that are:

- Provided for a different purpose.
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).
- Funds not legally available to the applicant/subrecipient.
- A private loan; or
- Declined or cancelled subsidized loans (only the amount of a subsidized loan that is declined or cancelled is not a DOB. To exclude declined or cancelled loan amounts from the DOB calculation, the City of Wauchula and FloridaCommerce must document that all or a portion of the subsidized loan is cancelled or declined.) The full amount of a subsidized loan available for the same purpose as CDBG-DR assistance is assistance that must be included in the DOB calculation unless one of the exceptions in section V.B.2. of 84 FR 28836 applies.
- Any other asset or line of credit available to the applicant.

If the City of Wauchula chooses to leverage the CDBG-DR and CDBG-MIT funds with funding provided by other sources, leveraged funds must be in accordance with the Stafford Act to ensure that the City of Wauchula does not receive a DOB for the same purpose and/or effect to recover from the specified disaster.

The City of Wauchula's CDBG-DR and CDBG-MIT Grant Program[s] is/are subject to the DOB requirements of the 2019 DOB Federal Register guidance (84 FR 28836) and the applicable requirements. The policy outlined in these guidelines follows the duplication of benefits guidance included in Federal Register Vol. 84, No. 119 (June 20, 2019), 84 FR 28836.

DOB Policy and Procedures

The City of Wauchula is responsible for calculating and reporting to FloridaCommerce any DOB the City of Wauchula may have incurred. FloridaCommerce will provide oversight and monitoring

to ensure DOB calculations have been completed and are accurate. Best practice related to DOB analysis is for the City of Wauchula to coordinate with the other funding source via a Memorandum of Understanding (MOU) to establish a process to obtain data related to the assistance the funding source has provided.

Below is the DOB process followed by the City of Wauchula which is based upon FloridaCommerce's process.

Step 1

At application, the City of Wauchula was required to declare the existence of any leveraged funds. With its application, the City of Wauchula provided, as applicable, documentation for the source of leveraged funds (local funds, FEMA, insurance, etc.).

Step 2

Following execution of the Subrecipient CDBG-DR or CDBG-MIT IRP Grant Agreement and prior to expenditure of any funds, a comprehensive DOB analysis is conducted by FloridaCommerce for the City of Wauchula's CDBG-DR and CDBG-MIT project(s). As part of this comprehensive DOB analysis, the City of Wauchula is required to provide FloridaCommerce the following:

1. A Completed DOB Form
 - A. FloridaCommerce's DOB Analysis Worksheet.

As the City of Wauchula leveraged funds from other sources, The City of Wauchula was required to also provide:

1. Documentation from leveraged funding source(s), e.g., executed grant agreements, charitable donation(s) documentation, insurance policy/proceed documentation.
2. Attachment B of the Subrecipient Grant Agreement (Project Budget) outlining where leveraged funds will be expended.

Step 3

Following project design, FloridaCommerce conducts an additional DOB verification.

As part of this additional DOB verification, the City of Wauchula will provide FloridaCommerce a comprehensive budget outlining which funding source will pay for each element of the project to ensure that all activities are eligible under the applicable funding source. This comprehensive budget will account for every component outlined in the design.

Ongoing DOB Procedures

If a duplicative benefit is discovered after the disaster recovery award is provided, the City of Wauchula will recapture the amount of the duplicative award.

If a DOB issue is identified while the City of Wauchula's CDBG-DR or CDBG-MIT IRP Grant Agreement with FloridaCommerce is still active, the City of Wauchula will repay the duplicative amount to FloridaCommerce's Disaster Recovery Program.

If a DOB issue is identified after the City of Wauchula's CDBG-DR IRP Grant Agreement with FloridaCommerce is closed, the citizen applicant will repay the duplicative amount to FloridaCommerce:

Cashier
Florida Department of Commerce
Disaster Recovery Programs
107 East Madison Street, MSC 420
The Caldwell Building
Tallahassee, Florida 32399

The City of Wauchula will maintain documentation for all corresponding financial transactions related to the repayment(s) in the City of Wauchula's grant file. The City of Wauchula will submit a copy of the completed documents and supporting documentation to the FloridaCommerce Grant Manager assigned to the agreement.

CDBG Labor Standards Policy and Procedures

Introduction

The City of Wauchula will use the below policies and procedures to ensure compliance with Federal Department of Labor (DOL) requirements at 29 CFR Parts 1, 3, and 5, as well as contractual requirements specified in the City of Wauchula's grant agreement with FloridaCommerce.

The City of Wauchula appoints the City Clerk as Labor Compliance Officer (LCO) for the City of Wauchula. The LCO is tasked with overall administration and enforcement of the City of Wauchula's compliance with Labor standards for the CDBG project.

Administration

Pre-Construction

1. The LCO will create, maintain, and preserve a Labor Standards file for each of the City of Wauchula's CDBG projects, for a minimum of three years, after completion of construction, or final disposition of any compliance issues—whichever occurs last. The City of Wauchula's appointment of the LCO for the project should be added to the Labor Standards file.
2. The City of Wauchula and its LCO will utilize the City of Wauchula's *Labor Standards Compliance Review Checklist* to ensure compliance with Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act (CWHSSA), and the Copeland Anti-Kickback Act of 1986.
3. Following the City of Wauchula's receipt of FloridaCommerce's approval of the environmental review for the project and subsequent issuance of the Authority to Use Grant Funds, the project engineer's completion of the bid documents (plans and specifications), the Labor Compliance Officer accesses the SAM.gov webpage and downloads the proper wage decision(s) for the CDBG project.
4. The LCO provides the wage decision(s) to the project engineer/designer and to the City of Wauchula's project manager.
5. The Project Engineer inserts the wage decision(s) and the Federal Labor Standards Provisions (HUD-4010) into the plans and specifications and finalizes the Invitation to Bid (ITB) package. The City of Wauchula then forwards the ITB to FloridaCommerce for approval. Following receipt of FloridaCommerce approval, the City of Wauchula solicits bids from construction contractors.
6. The City of Wauchula holds a Pre-Bid Conference where compliance with Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act (CWHSSA), and Copeland Anti-Kickback Act of 1986 requirements are discussed with the attending

contractors. Section 3 requirements are discussed during this meeting as well. The LCO attends to answer any questions specific to Federal labor requirements.

7. Following the City of Wauchula's solicitation of the prime contractor, receipt and opening of bids, confirmation that the selected contractor is not on the Excluded Parties List (review of contractor eligibility in SAM.gov), FloridaCommerce approval of the procurement, and issuance of the Notice of Award, a **Pre-Construction meeting** is held with the prime contractor.

At the pre-construction meeting, the LCO will communicate to the prime contractor and any available subcontractors its responsibilities and obligations regarding labor standards, including but not limited to the following:

- a. Submission of *Prime Contractor Notification of Participation and Certifications Form* to the City of Wauchula.
- b. Submission of the *Subcontractor Notification of Participation and Certifications Form* to the City of Wauchula.
- c. Submission of a printout from the SAM.gov webpage, evidencing that the prime contractor is not on the Excluded Parties List.
- d. Submission of weekly payrolls to the City of Wauchula using Form WH-347 (or an acceptable alternate payroll form). The prime contractor must also collect weekly payroll reports from any subcontractor(s) it hired to execute the project, review the subcontractor(s) payroll reports, and forward the records to the City of Wauchula.
 - i. Requiring all subcontractors, if any, working on the project to submit weekly payrolls using Form WH-347 (or an acceptable alternate payroll form).
- e. Acquiring and submitting evidence from the SAM.gov webpage that any subcontractor(s) hired by the prime contractor is/are not on the Excluded Parties List.
- e. Posting in a conspicuous location at the job site the Federal wage decision(s) in the construction contract.
- f. Posting in a conspicuous location at the job site the WH-1321 (Workers' Rights Under Davis-Bacon) form.
- g. Posting in a conspicuous location any DOL-approved additional work classifications and wage rates.
- h. Maintaining payroll records for a minimum of three years (prime contractor responsibility) following completion of the project.

9. The LCO verifies that the City of Wauchula awarded the contract within 90 days of the bid opening date. In cases when the award date is more than 90 days after the bid opening, the LCO will verify (via the SAM.gov webpage) that the wage decision(s) in the ITB package has not been amended or superseded. In instances where the wage decision(s) has been amended or superseded, the LCO will download the current wage decision(s) from the SAM.gov webpage, and provide it to the Project Engineer for modification into the contract between the prime contractor and the City of Wauchula. Documentation of verification of the wage decision choice(s) will be maintained in the Labor Standards compliance file for each project.
10. Following execution of the contract, the City of Wauchula issues the Notice to Proceed (NTP). The LCO communicates with the prime contractor to ensure that weekly CPRs will be submitted from the start of construction (date identified on the NTP) through project completion.
11. “No work” payrolls are not required to be submitted for weeks in which no work was performed. However, the prime contractor must notify the City of Wauchula or the LCO that construction of the project has temporarily stopped and provide the estimated date that construction will resume.

Construction

1. Shortly after construction commences, the LCO will conduct field inspection(s) at the job site to:
 - a. Conduct interviews with employees of the prime contractor and any subcontractor(s) hired to execute the project. (*The LCO should use the HUD-11 Form to record interviews*).
 - b. Verify the contractor posted the federal wage decision(s) and WH-1321 form in a conspicuous location at the job site.
 - c. Verify the contractor posted all DOL-approved additional work classifications and wage rates, if any, in a conspicuous location at the job site.
 - d. Take a photograph of the wage decision(s), WH-1321 form, and any DOL-approved additional work classifications and wage rates, to document verification of the contractor’s posting requirements.
 - i. The LCO should later add the photograph to the Labor Standards file for the project.
2. Following the City of Wauchula’s receipt of weekly certified payroll reports (CPRs) from the prime contractor and any subcontractor(s) that is executing the project, the LCO begins to review the CPRs for compliance with DBRA and other labor-related requirements, including but not limited to the following:
 - a. Detection of falsification indicators on the CPRs.

- b. Work classifications in the CPRs align with those in the wage decision(s).
 - i. In instances where classifications presented in the payrolls are not listed in the wage decision(s), the LCO will coordinate with the prime contractor and request that the contractor complete a Request for Authorization of Additional Classification and Rate (SF 1444).
 - 1. Following contractor completion of the SF 1444, the LCO forwards the completed form to FloridaCommerce for submission to the DOL.
- c. Prevailing wages (including fringe benefits) are being paid to the workers based on their work classifications.
- d. Overtime is being paid at a rate of 1.5 times the straight-time wage rate for hours over 40 worked on the project, plus 1.0 times the fringe benefit (if applicable to the classification) rate.
- e. Comparison of weekly payrolls to information recorded on HUD-11 forms to test and verify the accuracy of the information on the payroll records. Sign and date the Payroll Examination section of the HUD-11 forms following completion of comparisons. Additionally, add any review comments to the Remarks field in the Payroll Examination section.
 - i. In cases where there are discrepancies between the payroll reports and the HUD-11 forms, take the appropriate action needed to investigate and resolve compliance issues, including communicating with the City of Wauchula and the prime contractor.
- f. Payroll deductions are bona fide and do not constitute kickbacks to the contractor from the worker (*e.g. wage decision requires that a worker be paid \$20.00 per hour, and the Contractor pays the worker the \$20.00 per hour, which for a 40-hour week would total \$800.00, but makes a non-bona fide deduction of \$150.00 for that week that brings the worker's hourly rate down to \$16.25*);
 - i. The contractor provides employee authorization for any non-standard deductions (e.g., health, dental insurance, 401k deduction, etc.) taken from the employees' earnings.
 - ii. The contractor provides support for other non-standard deductions taken that do not require employee authorization (e.g., court-ordered child support, wage garnishments, etc.).
 - iii. The non-standard items the employee(s) authorized, as well as the corresponding amounts, align with the information on the face of the contractor(s) CPRs.

- g. Each payroll report is certified by the owner, corporate officer, or a designee authorized in writing by the owner or a corporate officer.
 - h. No Helper classifications are included in the payrolls—unless the DOL has approved a Helper classification.
 - i. For instances where workers are classified as Trainees or Apprentices, there is documentation that each such worker is participating in a formal program approved by the Agency for Workforce Innovation or the U.S. Department of Labor, and is being paid according to the requirements of that program.
3. Ensure that form HUD 4710i (Semi-Annual Labor Standards Enforcement Report) is completed semi-annually and submitted (electronically to [DBLS SAR@hud.gov](mailto:DBLS_SAR@hud.gov)) to HUD within one week of the reporting period (i.e., by April 7 and October 7 each year a project is active).
 4. The City of Wauchula's LCO will provide FloridaCommerce with any requested information needed for the agency's reporting to HUD or DOL, or for requests relating to monitoring reviews.

Enforcement

1. In instances where the LCO identifies wage underpayments, contractor non-compliance with overtime pay requirements, or unsupported deductions, the LCO will communicate with the contractor to attempt to have the areas of non-compliance remediated. The LCO will ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of Liquidated Damages penalties, as appropriate.
2. Labor Standards non-compliance incidences, including infractions, restitutions, liquidated damages, reporting and compliance will be tracked in the City of Wauchula's *Labor Standards Non-Compliance Tracking Sheet*.
 - a. The completed *Labor Standards Non-Compliance Tracking Sheet* must be added to the Labor Standards file following project completion.

Note during basic enforcement and corrections, the contractor must only submit a correction CPR to evidence wage restitution paid. Other documentation such as check copies, copies of cancelled checks, receipts signed by employees, employee signatures on the correction CPR, etc., is not required.

3. The City of Wauchula reserves the right to take the following enforcement actions to bring a prime contractor and/or its subcontractor(s) into compliance with labor standards:
 - Restrict contractor access to the project site.

- Reduce contract payments for a non-compliant subcontractor(s).
 - Withhold payment(s) to a contractor following receipt of a pay application—until all labor compliance issues have been addressed and resolved.
4. The LCO will ensure that all labor compliance issues have been resolved prior to close out of the CDBG project by FloridaCommerce.

Additionally, the LCO will ensure that all labor-related records associated with the above policies and procedures are added to the Labor Standards compliance file that is created, maintained, and preserved for the CDBG project.

Liquidated Damages

In instances where a worker was underpaid for overtime hours worked, Liquidated Damages penalties in the amount of **\$32** for each calendar day in which an individual did not receive the required overtime compensation will be assessed to the contractor.

1. In each case where an overtime violation is identified, the LCO must notify the employer in writing of the amount of liquidated damages computed, and the City of Wauchula's intent to assess.
 - a. A copy of the notice shall be sent to the prime contractor when the employer involved is a subcontractor.
 - b. The notice must inform the employer that it has 60 days to file a written request for a reduction or waiver of liquidated damages and that absent a timely reduction or waiver request, the determination is final.
2. The employer may request a reduction or waiver of liquidated damages.
 - a. The City of Wauchula may approve a reduction or waiver in instances where the computation of liquidated damages is incorrect or where the violation(s) occurred inadvertently notwithstanding the exercise of due care on the part of the employer.
3. The employer's request must be made in writing to the City of Wauchula within 60 days after the date of the notice and must explain the reason(s) why a reduction or waiver is warranted.
 - a. If the computed amount of liquidated damages is **\$100** or less, the City of Wauchula may request (via FloridaCommerce) that the HUD Labor Standards Specialist issue a final order affirming, reducing, or waiving liquidated damages.

- b. If the computed amount of liquidated damages is greater than **\$100** but no more than **\$500**, the City of Wauchula may request (via FloridaCommerce) that the HUD Deputy Director issue a final order affirming, reducing, or waiving liquidated damages.
 - c. If the computed amount of liquidated damages is greater than **\$500**, the City of Wauchula may forward the matter to the DOL (via FloridaCommerce) through the HUD Deputy Director.
- 4. In instances when the cumulative wage restitutions are \$1,000.00 or more, and where a waiver has not been approved, the City of Wauchula will submit a Labor Standards Enforcement Report to FloridaCommerce (for submission to the DOL).
- 5. Payment of liquidated damages penalties by an employer are to be made to FloridaCommerce, which will wire the funds to HUD.
- 6. The City of Wauchula will retain all records associated with the assessment, recordation, reduction, and waiver of an employer's liquidated damages penalties, as well as evidence of payment of liquidated damages penalties by the contractor.

Complaints

- 1. The LCO will receive and screen employee and other complaints or allegation of violation and will investigate all complaints, especially those relating to allegation of underpayment.
 - a. All complaints received will be recorded on the Complaint Intake Form (HUD 4731).
 - b. The LCO will ensure that all worker complaints are examined and resolved, especially allegations of underpayment, prior to closeout of the CDBG project.
 - c. The LCO will refer to FloridaCommerce (for referral to HUD or the DOL) any complex issues and/or payroll falsification cases.
 - d. The LCO will maintain full documentation relating to how the complaints was addressed, including referral of the case to FloridaCommerce (if necessary)
 - e. The LCO will ensure that each complaint received has been fully resolved, or alternatively, that the complaint has been referred to FloridaCommerce, prior to the City of Wauchula commencing the closeout process for the CDBG project.
- 2. For non-CWHSSA covered projects, the LCO will refer to FloridaCommerce (for referral to the DOL Wage and Hour Division) any potential Fair Labor Standards Act (FLSA) overtime violations a contractor may have committed.

Reporting

The City of Wauchula shall comply with all financial and performance reporting requirements. Reports shall be accurate, complete, and submitted in accordance with established timelines.

Audit Requirements (2 CFR 200 Subpart F)

The City of Wauchula shall comply with the Single Audit Act, 2 CFR Part 200 Subpart F, and its Subrecipient Grant Agreement Attachment I – Audit Requirements. If applicable thresholds are met, an independent audit shall be conducted and submitted to the Federal Audit Clearinghouse

Record Retention (2 CFR 200.334)

The City of Wauchula shall retain all records related to federal awards for the required retention period and ensure records are accessible for review by authorized entities.

Conflict of Interest (2 CFR 200.318)

The City of Wauchula shall maintain a conflict-of-interest policy and require disclosure of any potential conflicts by employees, contractors, and consultants involved in federal award activities.

Corrective Actions and Noncompliance

The City of Wauchula shall take prompt corrective action when instances of noncompliance are identified. Noncompliance may result in enforcement actions, including repayment of funds, suspension, or termination of the award.

INTERLOCAL AGREEMENT re:
HARDEE COUNTY COMMUNITY RECREATION COMPLEX OPERATIONS

This is an Interlocal Agreement entered into by the School Board of Hardee County, the Board of County Commissioners of Hardee County, the City Council of the City of Wauchula, the Town Council of the Town of Zolfo Springs, and the City Council of the City of Bowling Green.

WHEREAS, sec. 163.01, Fla. Stat. provides that local government units may cooperate by Interlocal agreement to provide services necessary to their citizens;

WHEREAS, the School Board of Hardee County, the Board of County Commissioners of Hardee County, the City Council of the City of Wauchula, the Town Council of the Town of Zolfo Springs, the City Council of the City of Bowling Green (the Parties) desire, collectively, through an Interlocal agreement to provide for the operation of a Hardee County Community Recreation Complex;

NOW THEREFORE, in consideration of the foregoing premises, and in consideration of the mutual covenants contained herein and pursuant to the provisions of sec. 163.01, Fla. Stat., the undersigned Parties, agree as follows:

1. **Fiscal Agent:** The School Board agrees to remain the fiscal agent, contingent upon all the Parties fulfilling their fiscal responsibilities. The School Board, assuming the role of Fiscal Agent, will be responsible for administering the operations, accounting, the programing utilizing the Community Education Concept.
2. **Budget:** The budget for the Hardee County Recreational Center operations will be set on an annual basis and will be approved by each of the Parties, and recommended by the Recreation Complex Committee. The Recreational Center shall operate on a July 1st fiscal year basis. Each of the Parties will budget its contributions for operation for the July 1st fiscal year.
3. **Operational Contributions:** The individual contributions of the Parties for operation of the Recreational Center will be as follows:
 - a) The School Board will be responsible for contributing 50% of the total general budget and providing repairs and maintenance as they relate to carpentry and plumbing.
 - b) The County of Hardee will be responsible for contributing 28% of the total general budget, the insurance on the property, and repairs and maintenance as they relate to paving, road repairs/excavation (such as grading, hauling clay, fill dirt, etc.)
 - c) The City of Wauchula along with the town of Zolfo Springs and the City of Bowling Green will be responsible for 22% of the total General Budget with the City of Wauchula contributing 70% of the total 22%, the City of Bowling Green 19% of the

total 22%, the Town of Zolfo Springs 11% of the total 22%. The City of Wauchula will be responsible for providing all repairs and maintenance dealing with outside electrical works at the Recreational Complex.

4. **Capital Outlay Contributions:** The School Board and the County of Hardee shall each place \$4,000 and the City of Wauchula shall place \$2,000 at the beginning of each fiscal years into a Capital Outlay Fund to be used for major repairs, renovation, or to be used for new construction.
5. **Committee:** There shall be a Recreation Complex Committee to provide advice. The Recreation Complex Committee will remain in existence throughout the life of the Hardee County Recreation Complex and shall serve in an advisory capacity. The Chairman of the committee shall be the Hardee County School Board Recreational Director.
6. **Committee Representation:** All decisions will be made by a majority of the committee members. Representation on the committee shall be as follows:

Commissioners	2 Votes
City of Wauchula	2 Votes
Zolfo Springs	1 Vote
Bowling Green	1 Vote
School Board	2 Votes + 1 with Chairman voting
7. **Effective date:** This agreement will go into effect after it is fully executed by the Parties, and filed with the Clerk of the Circuit Court of Hardee County. In recognition of the joint and cooperative efforts and investments of the Parties, this Interlocal Agreement shall be retroactive to July 1, 2026.
8. **Term of Agreement:** The term of this Interlocal Agreement shall be for one (1) year.
9. **Termination of Agreement:** This Interlocal Agreement shall be terminated only by the affirmative action of the Parties. If the Parties decide to terminate this Interlocal Agreement, then the Committee shall make recommendations to the Parties for the disposition, diversion, or distribution of all property and funds used, held, or owing under this Interlocal Agreement. The Parties shall review the recommendations of the Committee, and take such action as in the public interest.
10. **Filing with the Clerk:** When the Parties have fully executed this Interlocal Agreement, it shall be filed with the Clerk of the Circuit Court.
11. **Counterparts:** This Interlocal Agreement shall be made and executed in six (6) counterparts. An original shall be maintained by each Party and an original filed with the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the undersigned Parties have caused this Interlocal Agreement to be executed on the dates set forth below:

Attest:

Superintendent of Schools

Date: _____

School Board of Hardee County

By: _____

Chairman

Date: _____

Attest:

Clerk of Court

Date: _____

Board of County Commissioners of Hardee County

By: _____

Chairman

Date: _____

Attest:

City Clerk

Date: _____

City Council of the City of Wauchula

By: _____

Chairman

Date: _____

Attest:

Town Clerk

Date: _____

Town Council of the Town of Zolfo Springs

By: _____

Chairman

Date: _____

Attest:

City Clerk

Date: _____

City Council of the City of Bowling Green

By: _____

Chairman

Date: _____

The Community Education Concept

The major educational institution in any community is the school. Since the formation of schools in America, these institutions have been used by all ages for numerous social functions, meetings, and educational purposes. Recent decades have shown a trend towards isolation of the schools in the community. Schools have been used solely to educate children with little involvement with the community. And today, only 20% to 25% of the households have children in the schools, meaning that residents in 75% to 80% of the households do not have a direct connection with the school.

The traditional school, operating between 8 a.m. and 4 p.m., five days a week, forty weeks a year, does not respond to the needs of all members of the community. The community education concept is a belief that the school is most effective when the citizens of the community it serves play an important role in the development, evaluation, and implementation of programs and activities that meet their needs and wants. This approach means that the school buildings will be open for use by all community members.

Community education is a philosophical concept, which recognize that all aspects of community life are important, and strives to produce a better quality of life for all community members. It is a concept based on cooperation, collaboration, and planning. The community education concept is a tool for providing opportunities to community residents. Community education is flexible, allowing for meeting the needs of different community members, while coordinating resources to meet those needs. Community education is an approach to community improvement that involves citizens in determining needs, planning and action. It is an approach that promotes the application of the community's resources towards community improvement. Jack Minzey and Clyde LeTarte, community education historians and authors, in their book *Reforming Public Schools Through Community Education*, characterize community education as a "philosophical concept that serves the entire community by providing for all the educational needs of all of its community members. It uses the local school to server as the catalyst for bringing community resources to bear on community problems in an effort to develop a positive sense of community, improve community living, and develop the community process toward the end of self-actualization." (1972).

There are six basic components defined by Minzey and Latarte (1994) in a complete community education model. These include the following:

- An educational program for school-age children-the traditional K-12 program
- Use of community facilities-schools should become community centers, utilized to meet the needs of all community members
- Additional programs for school age and youth-providing enrichment, remedial, and supplement educational and recreational opportunities, i.e. summer school
- Program for adults-learning and leisure opportunities for adults, i.e. Adult Basic Education
- Delivery of community services-assisting in the coordination of services from community agencies and organizations
- Community Involvement-providing a forum for citizens to identify community needs, and matching local resources to meet the needs

Each community education model develops its own unique characteristics to fit its community and school. The key to developing a community education model is the participation of the citizenry.



July 30, 2026

Wauchula Community Redevelopment Agency Board
126 S. 7th Avenue
Wauchula, FL 33873

Dear WCRA Board Director:

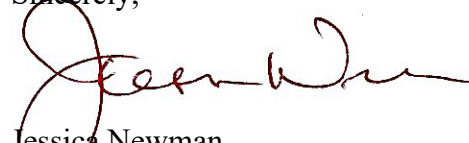
The Wauchula Community Redevelopment Agency issued a Request for Qualifications (RFQ) for the Construction Manager at Risk Services, Phase V – Life Safety Renovations, as WCRA RFQ 26-02. The RFP was advertised on DemandStar, Lakeland Ledger, City of Wauchula website, and CRA Facebook page.

Three companies responded with submittals:

Halfacre Construction Company
L. Cobb Construction, Inc.
SEMCO Construction, Inc.
Wiseman Construction

Submittals were evaluated and scored by WCRA and City staff according to criteria set forth in the RFQ. The submittal from Halfacre Construction Company received the highest total score. Their submittal was found to be complete and in line with the RFQ. Therefore, it is the recommendation of the WCRA staff to enter into a contract with Halfacre Construction Company for Phase V of the Historic City Hall renovations.

Sincerely,



Jessica Newman
WCRA Director



	Half Acre	Wiseman	Cobb	SEMCO
Jessica Newman	94	87	52	88
Sandee Braxton	87	67	62	87
Kyle Long	81	79	68	83
Ward Grimes	98	75	74	93
TOTAL	360	308	256	351

Cumulative Rankings of Review Team

Jessica Newman

Sandee Braxton

Kyle Long

Ward Grimes

TOTAL

Evaluator:

	Half Acre	Wiseman	Cobb	SEMCO
Historic Rehabilitation and Similar Project Experience Max 25 points	22	20	15	27
Key Personnel and Project Team Qualifications Max 20 points	20	20	18	20
Preconstruction Services Approach and Technical Understanding Max 20 points	20	17	10	18
Public Sector/CMAR Procurement Experience Max 15 points	15	14	10	14
Project Approach, Coordination, and Schedule Management Max 10 points	10	8	6	8
Fee Proposal Max 10 points	7	8	3	6
TOTAL	94	87	52	88

Julia

Evaluator: Ward Grimes

	Half Acre	Wiseman	Cobb	SEMCO
Historic Rehabilitation and Similar Project Experience	23	20	17	25
Key Personnel and Project Team Qualifications	20	15	10	20
Preconstruction Services Approach and Technical Understanding	20	13	18	20
Public Sector/CMAR Procurement Experience	15	13	13	10
Project Approach, Coordination, and Schedule Management	10	10	8	10
Fee Proposal	10	4	8	8
TOTAL	98	75	74	93

W. Grimes

Evaluator:*Sande Baxton*

	Half Acre	Wiseman	Cobb	SEMCO
Historic Rehabilitation and Similar Project Experience Max 25 points	20	15	10	25
Key Personnel and Project Team Qualifications Max 20 points	15	10	15	20
Preconstruction Services Approach and Technical Understanding Max 20 points	20	15	15	20
Public Sector/CMAR Procurement Experience Max 15 points	15	9	10	8
Project Approach, Coordination, and Schedule Management Max 10 points	9	8	7	10
Fee Proposal Max 10 points	8	10	5	4
TOTAL	87	67	62	87

Sande Baxton

Evaluator:

Kyle Long
Hptg

	Half Acre	Wiseman	Cobb	SEMCO
Historic Rehabilitation and Similar Project Experience Max 25 points	18	14	15	22
Key Personnel and Project Team Qualifications Max 20 points	18	18	16	19
Preconstruction Services Approach and Technical Understanding Max 20 points	18	18	15	18
Public Sector/CMAR Procurement Experience Max 15 points	11	8 7	8	10
Project Approach, Coordination, and Schedule Management Max 10 points	9	10	7	8
Fee Proposal Max 10 points	7	8	7	6
TOTAL	81	79	68	83

**Construction Manager at Risk (CMAR) Services
Historic City Hall Phase V – Life Safety Renovation Project
CRA RFQ 26-02**

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2026,
between The Wauchula Community Redevelopment Agency, a dependent special district of
the City of Wauchula, a municipal corporation, organized and existing under the laws of the
State of Florida, by and through its WCRA Board, situated at 107 E. Main Street, Wauchula,
Florida 33873, hereinafter referred to as the WCRA, and

a _____ corporation, headquartered at

hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is:

WHEREAS, City of Wauchula has received a grant from the State of Florida
Department of Commerce (the "State") for the purpose of life safety renovation to Historic City
Hall (the "State Grant"); and

WHEREAS, the WCRA will oversee and manage the grant; and

WHEREAS, the PROJECT requires certain professional architectural services; and

WHEREAS, WCRA has solicited these services in WCRA RFQ 26-02, included by
reference as Exhibit A; and

WHEREAS, VENDOR represents it is capable and prepared to provide such Services;

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

1.0 Scope of Work and Term

1.1 VENDOR shall perform the Services set forth in Exhibit B to this Contract (the
"Scope of Work").

1.2 This Agreement shall take effect on the date of its execution by the WCRA
Director and City Manager.

1.3 The term of this Agreement shall be until June 30, 2027, but may be extended as set forth in Section 1.4 below as necessary to complete and close out the Project, including completion and acceptance by the State of all grant documents necessary for this Project.

1.4 The WCRA shall have the option of extending the Agreement as deemed reasonable and necessary for the completion of the Project.

1.5 The WCRA Board must approve any extension of this Agreement.

2.0 Compensation

2.1 General

2.1.1 Vendor's total fees, including fees for both Preconstruction Services and Construction Phase Services shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum"), which Contract Sum shall include Vendor's Construction Management Fee Percentage, Preconstruction Services Fee, and any other fees.

2.1.2 Vendor shall submit detailed monthly invoices, the total of which shall not exceed the Contract Sum, which Contract Sum may be adjusted if reasonably necessary and if approved by a fully executed change order. VENDOR understands and agrees that only the Contract Sum is reimbursable under the State Grant. VENDOR further understands and agrees that any sums exceeding the Contract Sum cannot count towards the costs reimbursed under the State Grant.

2.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the WCRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

2.1.6 Payment of the final invoice shall not constitute evidence of the WCRA's acceptance of the work.

2.1.6 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by the WCRA and, if so requested, shall be furnished by VENDOR and subject to the Finance Director's satisfaction.

3.0 Insurance

3.1 General Provisions

3.1.1 VENDOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth below, and shall provide the WCRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the WCRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.

3.1.2 As the WCRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all of VENDOR's policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the WCRA.

3.1.4 If there is any failure by the VENDOR to comply with the provisions of this section, the WCRA may, at its option, on notice to the VENDOR, suspend the work for cause until there is full compliance.

3.1.5 The WCRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the WCRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.

3.1.7 All VENDOR's sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that subvendors used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the City of Wauchula for any claim in excess of the subvendors' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverage. Such coverage shall be at least as broad as the primary coverage above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

3.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. VENDOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the VENDOR to provide a higher level of coverage for a specific project and time frame.

3.6 Worker's Compensation. VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

4.0 Standard of Care

4.1 VENDOR has represented to the WCRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to WCRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification

5.2.1 VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the WCRA) protect and hold the WCRA and the City, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of VENDOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its SUB-VENDORS, agents, employees and invitees; provided, however, that VENDOR shall not be obligated to defend or indemnify the WCRA and the City with respect to any such claims or damages arising out of the WCRA's or the City's negligence.

5.2.2 The WCRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 VENDOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of SUBVENDORS and their employees, and/or for VENDOR's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

6.1 VENDOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

6.2 The WCRA shall have no right to supervise the methods used, but the WCRA shall have the right to observe such performance.

6.3 VENDOR shall work closely with the WCRA in performing Services under this Agreement.

6.4 The VENDOR shall not pledge the WCRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the WCRA in any manner.

6.5 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9.0 Subcontracting

9.1 The WCRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the WCRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The WCRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the WCRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the WCRA, nor shall the

VENDOR be authorized to use the WCRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes and Scrutinized Companies

11.1 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. The VENDOR understands and acknowledges that this Agreement with the WCRA will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the VENDOR, relating to conviction for a public entity crime. By executing this Agreement, VENDOR certifies it has not been convicted of a public entity crime.

11.2 Scrutinized Companies, Section 287.135, Florida Statutes. VENDOR certifies that by execution of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify WCRA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. WCRA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

12.0 CRA's Responsibilities

12.1 The WCRA shall be responsible for providing access to all CRA project sites, and providing information in the WCRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the WCRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the WCRA in the event of substantial failure by the WCRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the WCRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the WCRA's satisfaction through the date of termination.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.

13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the WCRA.

13.4.4 Continue and complete all parts of the work that have not been terminated.

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the WCRA nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

15.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16.0 Non-Discrimination

16.1 The VENDOR may not discriminate against any of its employees employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, sex, disability, or marital status.

16.2 Compliance with Section 287.134, Florida Statutes. 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. By executing this Agreement, VENDOR certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

17.0 Waiver

17.1 A waiver by either the WCRA or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The WCRA and the VENDOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the WCRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the WCRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The WCRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the WCRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the WCRA Board of Directors by executed amendment.

21.4 Notwithstanding the preceding provisions of this Section 21, with respect to the VENDOR's provision of architectural design services under the State Grant the WCRA entered

with the Florida Department of Commerce, VENDOR agrees it will not assign, sublicense, or otherwise transfer its rights, duties, or obligations under Agreement without the prior written consent of the Florida Department of Commerce.

22.0 Contingent Fees Prohibited

22.1 The VENDOR acknowledges that grant funds provided by the State of Florida cannot be used to pay contingency fees and VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

23.2 The said rates and costs shall be adjusted to exclude any significant sums should the WCRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The WCRA shall exercise its rights under this "Certificate" within one (1) year following payment.

24.0 Ownership of Documents

24.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the WCRA for its use and/or distribution as may be deemed appropriate by the WCRA. VENDOR is not liable for any damages, injury or costs associated with the WCRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

25.0 Access and Audits

25.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The WCRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

25.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments.

The WCRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

25.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

25.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

26.0 Notice

26.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to WCRA:
 Wauchula Community Redevelopment Agency
 107 E. Main Street
 Wauchula, FL 33873
 Attention: WCRA Director

As to VENDOR:

26.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the WCRA.

27.0 Service of Process

As to WCRA: Kristie Hatcher-Bolin, City Attorney
GRAY | ROBINSON
 One Lake Morton Drive

Lakeland, FL 33801

As to VENDOR:

28.0 Contract Administration

28.1 Services of VENDOR shall be under the general direction of the WCRA Director or their successor, who shall act as the WCRA's representative during the term of the Agreement.

29.0 Key Personnel

29.1 VENDOR shall notify the WCRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. VENDOR at the WCRA's request shall remove without consequence to the WCRA any Subcontractor or employee of the VENDOR and replace him/her with another employee having the required skill and experience. The WCRA has the right to reject proposed changes in key personnel.

30.0. Annual Appropriations

30.1 VENDOR acknowledges that the WCRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the WCRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.0 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

31.1 The WCRA shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If VENDOR knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

31.2 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. VENDOR shall:

31.2.1 Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by VENDOR during the term of the Agreement; and

31.2.2 Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by VENDOR to perform work or provide services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. VENDOR acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of this Agreement.

By entering this Agreement, VENDOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to VENDOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. VENDOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and VENDOR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. VENDOR will also be liable for any additional costs to the WCRA incurred as a result of the termination of this Agreement in accordance with this section.

32.0 Public Records, Proprietary Information, and Trade Secrets.

32.1 The parties acknowledge and agree that the WCRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the WCRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

32.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the WCRA to perform the services under this Agreement.

32.1.2 Upon request from the WCRA, provide the WCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

32.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law

for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the City.

32.1.4 Upon completion of the services under this Agreement, at no cost, either transfer to the WCRA all public records in the VENDOR's possession or keep and maintain public records required by the WCRA to perform the services. If the VENDOR transfers all public records to the WCRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the WCRA, upon request from the WCRA, in a format that is compatible with the information technology systems of the WCRA.

32.1.5 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If the VENDOR does not comply with the provisions of this section, the WCRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

32.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the WCRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the WCRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the WCRA's release of the requested records.

33.0 Limitation of Liability.

33.1 In no event, shall the WCRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the WCRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, nor shall anything contained in this Agreement inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
the
Stephanie Camacho
City Clerk

The WCRA, as a dependent special district of
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the
laws of the State of Florida

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, WCRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, WCRA Attorney

Date _____

Attest: (COMPANY NAME)
a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

WWCRA RFQ 26-02

EXHIBIT A

EXHIBIT B

SCOPE OF WORK – Section III Scope of Work from RFQ packet

3.1 Scope Overview

The selected Construction Manager at Risk (“CM”) shall provide comprehensive preconstruction and construction phase services necessary to support the successful implementation of the Historic City Hall Phase V – Life Safety Renovation Project. The project delivery method is Construction Manager at Risk (CMAR).

3.2 Purpose

The Construction Manager At Risk (“CM”) is responsible for the successful, timely, and economical completion of the PROJECT.

3.3 Term

It is the intent of the WCRA that the continuing services contract shall be for duration of the PROJECT, unless otherwise terminated. Hourly rates and all other negotiated expenses will remain in effect through the duration of the contract period. In reference to travel, mileage and man-hours spent in travel time.

3.4 Scope of Work

- Design/engineering and construction management services as related to the rigging system, HVAC upgrades, seating redesign, and sprinkler system.
- Replace original counterweight rigging system with current code compliant system
- Replace main and leg curtains with fire rated material
- Repair the damaged stucco and trim and repainting with modern, code-compliant materials
- Install sprinkler system in auditorium
- Upgrading to a modern HVAC system to ensure consistent heating and cooling, improved humidity control, and code-compliant ventilation, integrating advanced filtration to reduce airborne contaminants, contributing to healthier indoor conditions for all building occupants.
- Reconfigure seating to meet current life-safety requirements
- Front steps handrail
- ADA compliant front door
- Electrical upgrades
- ADA chair lift
- Roof repairs
- Stage and dressing room fire alarm system

3.5 Services

All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the WCRA. WCRA reserves the right to add or delete, at any time, any or all tasks or services. No self-performance of trade construction work by Contractor is permitted.

3.5.1 Preconstruction Services

The CM shall provide professional preconstruction services including, but not limited to:

- Coordination with the Architect and specialty consultants throughout design development

- Participation in project kickoff and ongoing coordination meetings
- Existing conditions review and constructability analysis
- Cost estimating and budget reconciliation at defined project milestones
- Development and maintenance of detailed project schedules
- Phasing and logistics planning for work within an active civic facility
- Long-lead procurement identification and scheduling
- Constructability review of design documents at each milestone
- Identification of potential conflicts and risk mitigation strategies
- Value engineering recommendations
- Assistance with permitting and Authority Having Jurisdiction (AHJ) coordination
- Development of bid package and subcontractor procurement strategies
- Preparation of Guaranteed Maximum Price (GMP)

3.5.2 Construction Phase Services

The CM shall provide complete construction management and construction services including, but not limited to:

- Coordination with Owner and Architect during all phases of construction
- Project administration and on-site supervision
- Coordination and management of subcontractors and specialty trades
- Construction scheduling and sequencing
- Site safety and protection of public and occupants
- Protection of historic materials and existing building elements
- Temporary barriers, weather protection, and occupant safety measures
- Quality assurance and quality control
- Submittal and RFI coordination
- Coordination of specialty systems and equipment
- Management of inspections and testing
- Progress reporting and budget tracking
- Commissioning coordination
- Punch list and project closeout
- Warranty coordination and post-construction support

The CM shall provide sufficient staffing and resources necessary to maintain project schedule, coordination, quality, and safety throughout all phases of work.

3.6 Technical Requirements

The selected Construction Manager shall demonstrate the technical capability and experience necessary to execute complex life-safety renovations within a historic civic facility.

Historic Preservation Requirements

The CM shall implement construction activities in a manner that minimizes impact to historic materials and character-defining features of Historic City Hall. Work shall be carefully coordinated to avoid unnecessary demolition, vibration, water intrusion, or damage to existing historic fabric. The CM shall be responsible for:

- Protection of historic finishes and materials during construction
- Documentation of existing conditions prior to demolition or alteration
- Coordination of selective demolition activities
- Preservation-sensitive sequencing and construction methods
- Coordination with the Architect regarding Secretary of the Interior's Standards compliance

Existing Conditions and Investigation

The CM shall anticipate concealed and undocumented existing conditions typical of historic rehabilitation projects. The CM shall coordinate investigative work, field verification, and selective demolition activities necessary to confirm existing conditions prior to full construction activities.

Theater and Assembly Space Coordination

The project includes auditorium and stage-related improvements requiring specialized coordination. The CM shall demonstrate experience coordinating:

- Stage rigging systems and associated structural requirements
- Assembly occupancy life-safety and egress requirements
- Theater seating systems and reconfiguration
- Acoustical coordination and performance space considerations
- Performance lighting and specialty theatrical systems

Life Safety and Building Systems

The CM shall coordinate installation and integration of new life-safety and building systems including:

- Fire sprinkler systems
- Fire alarm systems
- HVAC systems and ventilation upgrades
- Electrical service and distribution upgrades
- ADA accessibility improvements
- Emergency egress and exit improvements

All work shall comply with applicable federal, state, and local codes and regulations, including the Florida Building Code and NFPA standards.

Quality Control

The CM shall maintain a formal quality control process throughout the project, including document review, field verification, subcontractor coordination, and ongoing inspection of work in place to ensure compliance with construction documents, project requirements, and applicable preservation standards.

EXHIBIT C

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2026, between The Wauchula Community Redevelopment Agency, a dependent special district of the City of Wauchula, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and

_____ a _____ corporation, headquartered at _____

hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is: _____

WHEREAS, CRA wishes to install a permanent outdoor sound system in and for Historic Downtown Wauchula (the "Project") to support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district; and

WHEREAS, the Project requires certain professional electronic and acoustical services to install, test, program, and train personnel to operate the sound system; and

WHEREAS, CRA has solicited these services in CRA RFP 26-02, included by reference as Exhibit A; and

WHEREAS, VENDOR represents it is capable and prepared to provide such Services;

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

1.0 Scope of Work and Term

1.1 VENDOR shall perform the Services set forth in Exhibit B to this Contract (the "Scope of Work").

1.2 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.

1.3 The term of this Agreement shall be until October 30, 2026, but may be extended as set forth in Section 1.4 below as necessary to fully complete the Project.

1.4 The CRA shall have the option of extending the Agreement as deemed reasonable and necessary for the completion of the Project.

1.5 The CRA Board must approve any extension of this Agreement.

2.0 Compensation

2.1 General

2.1.1 Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, based on a milestone-based payment schedule as follows:

- 25% on execution of contract and CRA approval of system design
- 50% on Substantial Completion (meaning delivery and of all equipment on-site)
- 25% on final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

2.1.2 Vendor shall submit detailed invoices corresponding to the milestone-based payment schedule, the total of which shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum").

2.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

3.0 Insurance

3.1 General Provisions

3.1.1 VENDOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth below, and shall provide the CRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.

3.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all of VENDOR's policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.

3.1.4 If there is any failure by the VENDOR to comply with the provisions of this section, the CRA may, at its option, on notice to the VENDOR, suspend the work for cause until there is full compliance.

3.1.5 The CRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.

3.1.7 All VENDOR's sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that subvendors used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the City of Wauchula for any claim in excess of the subvendors' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverage. Such coverage shall be at least as broad as the primary coverage above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

3.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. VENDOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the VENDOR to provide a higher level of coverage for a specific project and time frame.

3.6 Worker's Compensation. VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

4.0 Standard of Care

4.1 VENDOR has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification

5.2.1 VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CRA) protect and hold the CRA and the City, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of VENDOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its SUB-VENDORS, agents, employees and invitees; provided, however, that VENDOR shall not be obligated to defend or indemnify the CRA and the City with respect to any such claims or damages arising out of the CRA's or the City's negligence.

5.2.2 The CRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 VENDOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of SUBVENDORS and their employees, and/or for VENDOR's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

6.1 VENDOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

6.2 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

6.3 VENDOR shall work closely with the CRA in performing Services under this Agreement.

6.4 The VENDOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

6.5 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9.0 Subcontracting

9.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the VENDOR be authorized to use the CRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes and Scrutinized Companies

11.1 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. The VENDOR understands and acknowledges that this Agreement with the CRA will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the VENDOR, relating to conviction for a public entity crime. By executing this Agreement, VENDOR certifies it has not been convicted of a public entity crime.

11.2 Scrutinized Companies, Section 287.135, Florida Statutes. VENDOR certifies that by execution of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify WCRA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. WCRA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

12.0 CRA's Responsibilities

12.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.

13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

13.4.4 Continue and complete all parts of the work that have not been terminated.

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the CRA nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

15.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A

TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16.0 Non-Discrimination

16.1 The VENDOR may not discriminate against any of its employees employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, sex, disability, or marital status.

16.2 Compliance with Section 287.134, Florida Statutes. 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. By executing this Agreement, VENDOR certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

17.0 Waiver

17.1 A waiver by either the CRA or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The CRA and the VENDOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The CRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the CRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

21.4 Notwithstanding the preceding provisions of this Section 21, with respect to the VENDOR's provision of architectural design services under the State Grant the CRA entered with the Florida Department of Commerce, VENDOR agrees it will not assign, sublicense, or otherwise transfer its rights, duties, or obligations under Agreement without the prior written consent of the Florida Department of Commerce.

22.0 Contingent Fees Prohibited

22.1 The VENDOR acknowledges that grant funds provided by the State of Florida cannot be used to pay contingency fees and VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely

for the VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

23.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

24.0 Ownership of Documents

24.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. VENDOR is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

25.0 Access and Audits

25.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

25.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

25.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

25.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

26.0 Notice

26.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA:
 Wauchula Community Redevelopment Agency
 107 E. Main Street
 Wauchula, FL 33873
 Attention: CRA Director

As to VENDOR:

26.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the CRA.

27.0 Service of Process

As to CRA: Kristie Hatcher-Bolin, City Attorney
GRAY|ROBINSON
 One Lake Morton Drive
 Lakeland, FL 33801

As to VENDOR:

28.0 Contract Administration

28.1 Services of VENDOR shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

29.0 Key Personnel

29.1 VENDOR shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. VENDOR at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the VENDOR and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

30.0. Annual Appropriations

30.1 VENDOR acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.0 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

31.1 The CRA shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If VENDOR knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

31.2 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. VENDOR shall:

31.2.1 Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by VENDOR during the term of the Agreement; and

31.2.2 Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by VENDOR to perform work or provide services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. VENDOR

acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of this Agreement.

By entering this Agreement, VENDOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to VENDOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. VENDOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and VENDOR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. VENDOR will also be liable for any additional costs to the CRA incurred as a result of the termination of this Agreement in accordance with this section.

32.0 Public Records, Proprietary Information, and Trade Secrets.

32.1 The parties acknowledge and agree that the CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the CRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

32.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

32.1.2 Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

32.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the City.

32.1.4 Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the VENDOR's possession or keep and maintain public records required by the CRA to perform the services. If the VENDOR transfers all public records to the CRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is

compatible with the information technology systems of the CRA.

32.1.5 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If the VENDOR does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

32.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

33.0 Limitation of Liability.

33.1 In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Stephanie Camacho
City Clerk

**The CRA, as a dependent special district of the
 CITY OF WAUCHULA, a municipal
 corporation, organized & existing under the
 laws of the State of Florida**

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, CRA Attorney

Date _____

Attest:

(COMPANY NAME)

a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

CRA RFQ 26-02

EXHIBIT A

REQUEST FOR PROPOSALS

Permanent Outdoor Sound System Design and Installation
Historic Downtown Wauchula, Florida

Issued by:

Wauchula Community Redevelopment Agency

107 E. Main Street | Wauchula, Florida 33873 Phone:
(863) 767-0330

MILESTONE	DATE
RFP Release Date	Tuesday, June 9, 2026
Site Visit (Optional)	Tuesday, June 16, 2026 @ 10:00 AM or 2:00 PM (Heritage Park Pavilion)
Deadline for Written Questions	Wednesday, June 24, 2026 @ 5:00 PM
Responses to Questions Issued	Friday, June 26, 2026 @ Noon
Proposal Submission Deadline	Tuesday, July 7, 2026 @ 2:00 PM
Anticipated Award	Monday, July 13, 2026
Project Completion Deadline	Monday, September 14, 2026

Proposals must be submitted by the deadline above to be considered.

SECTION I — INTRODUCTION AND GENERAL INFORMATION

The Wauchula Community Redevelopment Agency (“WCRA”) seeks qualifications from experienced Construction Management firms to provide preconstruction and construction services for the Historic City Hall Phase V – Life Safety Renovation Project located in Wauchula, Florida.

Constructed in 1926, Historic City Hall is a historically significant civic structure located within the Wauchula National Register Historic District. The facility historically served as the center of civic and cultural activity within the community and includes an auditorium/performance venue that hosted graduations, performances, community events, and civic functions for decades. The building was designed by noted architect M. Leo Elliott, whose work includes numerous historically significant civic structures throughout the State of Florida.

The WCRA has previously completed a qualifications-based selection process for architectural and engineering services and has retained an Architect and Engineering consultant team for the Project. The selected Construction Manager will be expected to work collaboratively with the Owner, Architect, specialty consultants, and regulatory agencies throughout all phases of the project.

Drawings, reports, and documentation from previous phases of work at Historic City Hall will be made available to the selected Construction Manager as attached exhibits to this RFQ for reference and coordination purposes. Respondents are encouraged to review all available background documentation and incorporate consideration of existing conditions and prior improvements into their qualifications and project approach.

The Phase V Life Safety Renovation Project is funded in part through the State of Florida Department of Commerce and focuses on addressing critical life-safety, accessibility, building systems, and operational deficiencies within the existing historic facility.

Anticipated improvements include, but are not limited to:

- Replacement of the original stage rigging system with a modern code-compliant system
- Replacement of existing stage curtains with fire-rated assemblies
- Installation of fire sprinkler systems
- HVAC system upgrades and associated ventilation improvements
- Auditorium seating reconfiguration to meet current life-safety and egress requirements
- ADA accessibility improvements
- Electrical and fire alarm upgrades
- Roof and building envelope repairs
- Exterior stucco and trim restoration and repainting
- Stage and dressing room life-safety improvements

The project involves work within an existing historic structure and an active civic facility. Existing conditions may include concealed construction, undocumented systems, and other unforeseen conditions typical of historic rehabilitation projects.

The selected Construction Manager shall demonstrate experience evaluating and managing complex existing condition environments and implementing work in a manner that protects historic materials and minimizes disruption to ongoing operations.

The project delivery method is anticipated to be Construction Manager at Risk (CMAR).

The WCRA reserves the right to reject any and all responses or portions thereof; waive minor irregularities; request clarification of information submitted; negotiate modifications to responses; and award to the respondent whose qualifications are determined to be in the best interest of the WCRA.

1.1 Point of Contact

All inquiries regarding this RFQ shall be submitted in writing to:

Jessica Newman, CRA Director
 Wauchula Community Redevelopment Agency
 107 E. Main Street, Wauchula, Florida 33873 Email:
 jnewman@cityofwauchula.com
 Phone: (863) 767-0330

Responses to questions will be issued in the form of an Addendum and posted to:

Questions submitted by other means or directed to anyone other than the CRA Director, will not receive an official response and will not be binding on the CRA.

Prospective respondents shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the CRA Board, City Commission, or any employee of the City of Wauchula, other than the CRA Director in writing as specified above. Unauthorized communications initiated by a respondent shall be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal. (See Section 7.1)

1.2 Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly marked on the outside:

CRA RFQ 26-02 – Construction Manager at Risk (SMAR Services: Historic City Hall Phase V

Sealed proposals must be physically received no later than the date and time specified on the cover page. Submissions may be hand-delivered or sent via courier to:

Wauchula Community Redevelopment Agency

107 E. Main Street
 Wauchula, Florida 33873

Electronic submissions will NOT be accepted unless the CRA issues a written addendum authorizing such submissions and specifying the acceptable format and delivery address.

Late proposals will not be accepted or evaluated, regardless of the reason for delay.

The CRA assumes no liability for costs incurred by vendors in preparing or submitting proposals. See Section V for additional requirements.

1.3 Questions and Addenda

All questions regarding this RFQ must be submitted in writing to the Point of Contact listed in Section 1.1 no later than Wednesday, June 24, 2026 @ 5:00 PM..

Verbal questions will not receive an official response. All written questions and the CRA's official responses will be issued as numbered addenda and distributed to all registered proposers. Addenda become part of the RFP and are binding on all proposers.

Proposers are responsible for acknowledging receipt of all addenda in their proposals. The CRA is not responsible for any misunderstanding arising from failure to obtain addenda.

1.4 Site Visit

An optional pre-proposal site visit will be held on Tuesday, June 16, 2206. Two meeting times are offered: 10:00 AM or 2:00 PM on site at the Heritage Park Pavilion, 209 W. Main Street. Attendance is strongly encouraged but not mandatory.

Proposers who attend will have the opportunity to inspect existing equipment, pole-mounting infrastructure, electrical access points, and the proposed expansion areas. The CRA will not schedule individual site visits.

1.5 Public Records Notice

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the Request for Proposals, all proposals submitted to this RFP, and any communications with the City related thereto are in the public domain, constitute public records of the Wauchula Community Redevelopment Agency upon submission, and are subject to disclosure under Chapter 119, Florida Statutes (Florida Public Records Law). Proposers are advised not to include confidential trade secrets or proprietary information in their proposals. If proposers do include confidential trade secrets or proprietary information in their submittals, they are requested to specifically identify such information contained in their submittals that they consider to be trade secrets as defined in section 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to the purported trade secret information ("Confidential Information"). All materials that the Proposer contends qualify for exemption under Chapter 119, Florida Statutes, or other applicable law must be submitted in a separate envelope, clearly identified "EXEMPT FROM PUBLIC DISCLOSURE UNDER CH. 119, FLA. STAT." with the Proposer's name marked on the outside. The CRA will NOT accept submissions labeled as exempt from public disclosure in their entirety. The CRA does not guarantee the protection of any information submitted and makes no representation that claimed exemptions will be upheld. The CRA's legal counsel will determine the applicability of any claimed exemption. Proposers acknowledge that the designation of information as exempt under Ch. 119, Florida Statutes, may be challenged in court by any person or entity. By designation of material as exempt from public disclosure, the Proposer agrees to indemnify and defend the City (and its employees, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is actually filed in a court of law) related to the Proposer's designation of materials as exempt from disclosure, and further agrees to hold the CRA (and its employees, agents, and elected and appointed officials) harmless from any award to a plaintiff for damages, costs, and attorney's fees incurred by reason of any claim or action related to Respondent's designation of material as exempt from disclosure.

All proposals received in response to this RFP will become the property of the City and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

SECTION II — VENDOR QUALIFICATIONS AND REQUIREMENTS

2.1 Minimum Qualifications

To be eligible for award, proposers must demonstrate that they:

- Hold a valid contractor's license issued by the State of Florida, or are registered to perform the required work under applicable Florida law
- Have a minimum of five (5) years of experience designing and installing outdoor commercial or municipal audio systems
- Have successfully completed at least three (3) comparable outdoor sound system projects within the past five (5) years
- Possess sufficient staffing, equipment, and financial resources to complete the project by Monday, September 14, 2026.
- Are able to provide ongoing maintenance, technical support, and warranty service post-installation
- Are not currently debarred, suspended, or otherwise prohibited from contracting with federal, state, or local government entities

2.2 Insurance Requirements

The selected vendor shall provide the CRA with original certificates of insurance evidencing the following coverage prior to executing a contract and before any work commences. All policies shall be maintained throughout the term of the project. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without prior written permission from the CRA.

The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the contractor to comply with these insurance provisions, the CRA may, at its option and on notice, suspend the project until there is full compliance.

- Workers' Compensation and Employer's Liability: Statutory benefits as required by Florida law and applicable federal statutes; Employer's Liability minimum \$100,000; All States Endorsement — Statutory; Voluntary Compensation — Statutory. Policy shall contain a waiver of subrogation in favor of the City of Wauchula.
- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage. Coverage shall include: Premises and Operations; Products/Completed Operations; Broad Form contractual liability; Personal Injury (with employment and contractual exclusions deleted); Broad Form Property Damage; Independent Contractors; and Separation of Insureds clause.
- Comprehensive Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage, including all owned, hired, and non-owned vehicles.
- Professional Liability (Errors & Omissions): \$500,000 per claim, if design services are included in the proposal. The selected contractor shall maintain this coverage for a minimum of two (2) years following project completion.

All policies shall be issued by insurers authorized to do business in the State of Florida with a minimum A.M. Best rating of A / VIII. The Wauchula Community Redevelopment Agency and the City of Wauchula shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Workers' Compensation and Professional Liability policies are excluded from the additional insured requirements.

2.3 Licenses and Permits

The selected vendor shall obtain and pay for all permits, licenses, and approvals required for the project, including but not limited to building, electrical, and right-of-way permits.

2.4 Compliance

The selected vendor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and safety standards, including but not limited to:

- National Electrical Code (NEC)
- Florida Building Code
- Americans with Disabilities Act (ADA), where applicable
- OSHA safety standards
- City of Wauchula right-of-way and construction standards

2.5 Conflict of Interest and Non-Collusion

This RFP and awarded contract(s) are subject to Chapter 112, Florida Statutes. All Proposers must disclose with their qualifications the name of any officer, director, or agent who is also an employee of the CRA or the City of Wauchula. Further, all Respondents must disclose the name of any CRA or City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. Each proposer shall complete and submit the Conflict of Interest Disclosure and Non-Collusion Affidavit included as Exhibit C to this RFP. By submitting a proposal, the proposer certifies that:

- No officer, employee, or agent of the CRA has a financial interest in the proposing firm, and no such person has solicited or accepted any gift, gratuity, or payment in connection with this procurement
- The proposal has been prepared independently and without collusion, consultation, communication, or agreement with any other proposer or potential proposer
- The prices submitted have not been and will not be disclosed to any other proposer prior to the submission deadline

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements

- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications

- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

SECTION IV — WARRANTY AND ONGOING SUPPORT

4.1 Equipment Warranty

All equipment provided under this contract shall carry the manufacturer's standard warranty. At minimum, proposers shall provide:

- Speaker enclosures and drivers: minimum three (3) years manufacturer's warranty against defects in materials and workmanship
- Amplifiers, DSP, and signal processing equipment: minimum three (3) years manufacturer's warranty
- Mounting hardware and brackets: minimum five (5) years against corrosion failure under Florida outdoor conditions

Proposers shall clearly identify in their proposal any equipment whose manufacturer's warranty falls below these minimums and shall propose extended coverage or substitutions to meet these thresholds.

4.2 Installation Labor Warranty

The contractor shall provide a minimum one (1)-year warranty on all installation labor and workmanship. During the warranty period, the contractor shall correct, at no cost to the CRA, any defects resulting from improper installation, incorrect wiring, faulty configuration, or contractor error.

4.3 Post-Installation Support

Proposers shall describe in their proposal the technical support services they are able to offer following project completion, including:

- Response time commitment for warranty service calls
- Availability of ongoing maintenance contracts (optional pricing may be provided)
- Remote diagnostic capabilities, if applicable
- Local technician availability within the State of Florida

The CRA may negotiate a separate ongoing maintenance and support agreement with the selected contractor following project acceptance. Optional annual maintenance pricing is encouraged but not required as part of this proposal.

SECTION V — PROPOSAL REQUIREMENTS AND FORMAT

To ensure uniform review, all proposals must follow the format described in this section. Proposals that do not include the required elements may be deemed non-responsive and disqualified from further consideration.

5.1 Number of Copies

Proposers shall submit one (1) original and three (2) printed copies of the complete proposal. All copies shall be enclosed in a single sealed package.

5.2 Required Proposal Sections

Each proposal shall be organized in the following order with tabbed dividers:

Tab 1 — Cover Letter

A signed cover letter on company letterhead identifying the firm, its primary contact, and a statement of the firm's interest in and qualifications for this project. The cover letter shall be signed by a principal or officer authorized to bind the firm contractually.

Tab 2 — Firm Qualifications

A description of the firm's background, years in business, and relevant experience. Include:

- A list of at least three (3) comparable outdoor sound system projects completed within the past five (5) years, including project name, owner/client, location, project value, and a contact reference for each
- Resumes of key personnel who will be assigned to this project, including the lead designer and project manager
- Proof of valid Florida contractor's license(s) applicable to this work

Tab 3 — Technical Approach and System Design

A detailed narrative describing the proposer's technical approach, including:

- Proposed system design concept and zone layout
- Equipment proposed (manufacturers and model numbers), with specifications and cut sheets
- Acoustic coverage methodology
- Wiring/wireless strategy
- Control system description and user interface
- Surge and weather protection approach
- Plan for minimizing visual impact in the historic district
- Future expandability provisions

Tab 4 — Project Schedule

A proposed project schedule showing key milestones from contract execution through final system acceptance, demonstrating the ability to complete the project by September 14, 2026.

Tab 5 — Cost Proposal

A detailed cost proposal including:

- Base Proposal: itemized costs for design, equipment (listed by item), installation labor, permitting, testing, training, and documentation for the existing three-block coverage area and Heritage Park
- Alternate Proposal: separate itemized pricing for expansion to three (3) additional blocks of Main Street
- Optional Annual Maintenance Contract pricing (if offered)

All prices shall be firm and inclusive of all taxes, fees, and charges. No cost escalation will be accepted after proposal submission.

Tab 6 — Warranty Statement

A written statement identifying the specific warranty terms offered for all equipment and installation labor, clearly indicating how those warranties meet or exceed the minimums specified in Section IV.

Tab 7 — Required Forms

Completed and signed copies of all required forms as listed in Section VII, including:

- Conflict of Interest Disclosure and Non-Collusion Affidavit (Exhibit C)
- Vendor References Form (Exhibit D)
- Certificate(s) of Insurance (or commitment letter from insurer)

SECTION VI — EVALUATION CRITERIA AND AWARD

The CRA will evaluate all responsive, responsible proposals using the weighted scoring criteria below. The award will be made to the proposer whose proposal represents the best overall value to the CRA, which may not be the lowest-cost proposal.

6.1 Scoring Matrix

Evaluation Criterion	Maximum Points
1. Vendor Qualifications and Experience	25
– Relevant project experience (comparable outdoor municipal/commercial systems)	
– Staff qualifications and availability	
– Florida licensure and compliance standing	
2. Technical Approach and System Design	30
– Quality and completeness of proposed system design	
– Equipment specifications and suitability for Florida conditions	
– Zoning flexibility and expandability provisions	
– Acoustic coverage methodology	
3. Project Schedule and Ability to Complete by September 14, 2026	15
4. Cost Proposal (Base Bid)	20
– Evaluated for overall value, not lowest price alone	
5. Warranty and Post-Installation Support	10
TOTAL	100

6.2 Evaluation Process

Proposals will be reviewed in the following sequence:

- Step 1 — Responsiveness Review: Proposals that are incomplete, late, or fail to meet minimum requirements will be deemed non-responsive and will not be evaluated.
- Step 2 — Qualifications Review: Proposals will be reviewed to confirm that the proposer meets all minimum qualifications set forth in Section II.
- Step 3 — Scored Evaluation: A review committee composed of CRA staff and/or designated evaluators will independently score each qualifying proposal using the criteria above.
- Step 4 — Interviews (Optional): The CRA may invite one or more top-ranked proposers to participate in an oral presentation or interview at its discretion. Interview scores, if conducted, will be incorporated into the final ranking.
- Step 5 — Award Recommendation: The CRA will present an award recommendation to the CRA Board for approval.

6.3 Negotiations

The CRA reserves the right to negotiate the scope, price, and terms of a contract with the highest-ranked proposer prior to award. If negotiations are unsuccessful, the CRA may negotiate with the next-highest-ranked proposer.

6.4 Right to Reject

The CRA reserves the right to reject any or all proposals, to waive minor irregularities, to re-solicit proposals, or to abandon the procurement entirely if deemed to be in the public interest.

SECTION VII — GENERAL CONDITIONS AND LEGAL REQUIREMENTS

7.1 Unauthorized Communications

After the issuance of this RFP, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any member of the CRA Board or any employee of the City of Wauchula, other than the CRA Director in writing as specified in Section 1.1. This prohibition begins upon issuance of this RFP and ends upon execution of the final contract. Unauthorized communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award and/or any future CRA solicitation.

7.2 Contract Form and Negotiations

The selected proposer will be required to execute a written agreement with the Wauchula Community Redevelopment Agency. No contract or agreement is binding until it is reviewed and accepted by the CRA Board and executed by all parties. Contractor purchase orders are not binding on the CRA.

The CRA reserves the right to negotiate for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the services needed. If the parties are unable to agree on a revised contract, the CRA may seek new proposals and, upon a minimum of ten (10) calendar days written notice, may terminate the unexpired portion of the contract. The CRA shall not be liable for any cost beyond the contract price during the period in which service was actually provided.

If the selected vendor fails to execute an agreement with the CRA within a reasonable time from the award of this RFP, the CRA may cancel the award and negotiate with the next highest-ranked vendor.

7.3 Payment Terms

Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. The CRA anticipates a milestone-based payment schedule to be negotiated prior to contract execution. A suggested schedule is as follows:

- 25% upon execution of contract and CRA approval of system design
- 50% upon delivery and installation of all equipment on-site
- 25% upon final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

7.4 Performance and Payment Bonds

For contracts exceeding \$200,000, the selected contractor may be required to provide a Performance Bond and a Payment Bond, each equal to 100% of the contract value, executed by a surety company licensed to do business in the State of Florida. The CRA will advise the selected contractor of this requirement prior to contract execution.

7.5 Liquidated Damages

Time is of the essence. If the project has not reached Substantial Completion by September 14, 2026, the contractor may be assessed liquidated damages in the amount of \$500 per calendar day for each

day the project remains incomplete beyond that date, which the parties agree represents a fair and reasonable estimate of damages the CRA would suffer from delay.

7.6 Indemnification

To the fullest extent permitted by law, the selected contractor shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City of Wauchula, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, and costs (including attorney's fees through negotiation, litigation, and all appeals) arising out of or resulting from, or claimed to have resulted in whole or in part from:

- The failure of the contractor to comply with applicable laws, rules, or regulations;
- Any actual or alleged act or omission of the contractor, or breach by the contractor of its obligations under the contract;
- Any claim for trademark, patent, or copyright infringement arising out of the contractor's performance;
- The negligent acts, errors or omissions, or intentional or willful misconduct of the contractor, its subcontractors, agents, employees, or invitees; or
- Liens, claims, or actions made by the contractor or any subcontractor or other party performing the work.

The contractor shall not be obligated to defend or indemnify the CRA or the City with respect to claims or damages arising solely out of the CRA's or City's own negligence.

7.7 Subcontracting

The selected contractor shall not subcontract a material portion of the work without prior written approval from the CRA. Any approved subcontractors shall be subject to the same licensing, insurance, and compliance requirements as the prime contractor, including E-Verify registration.

7.8 Governing Law and Venue

This RFP and any resulting agreement shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida, or the United States District Court, Middle District of Florida. The contractor shall comply with all applicable federal, state, and local laws and regulations.

7.9 Public Entity Crimes — Section 287.133(3)(a), Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the convicted vendor list following a conviction for a public entity crime. A person or affiliate on the convicted vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity in excess of the threshold amount in Section 287.017, Florida Statutes, Category Two, for a period of 36 months from the date of placement on the list.

7.10 Discrimination — Section 287.134, Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the discriminatory vendor list. An entity on the discriminatory vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity.

7.11 Scrutinized Companies — Section 287.135, Florida Statutes

The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel. The proposer shall immediately notify the CRA if its certification changes at any point during the proposal process or term of any contract. The CRA may terminate any contract if the proposer is found to have submitted a false certification or is subsequently placed on any such list.

7.12 E-Verify

Pursuant to Florida law effective January 1, 2021, the selected contractor and all approved subcontractors shall be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees assigned to this project. Proof of E-Verify registration shall be provided to the CRA prior to commencement of work.

7.13 Development Costs

Neither the CRA nor its representatives shall be liable for any expenses incurred by proposers in connection with the preparation of a response to this RFP. Proposers should prepare their

proposals simply and economically, providing a straightforward and concise description of their qualifications and approach.

7.14 Limitations

This RFP does not commit the CRA to award a contract. The CRA reserves the right to: (1) accept or reject any proposals in part or in whole; (2) request additional information from any proposer; (3) limit and determine the actual scope of services to be included in any contract; (4) obtain information for use in evaluating submittals from any source; and (5) reject all submittals and re-solicit or abandon the procurement.

EXHIBIT C — REQUIRED FORMS

Non-Collusion Affidavit and Conflict of Interest Disclosure

State of Florida

County of _____

The undersigned, being duly sworn, deposes and says:

1. I am the _____ (title) of _____ (firm name), the proposer submitting this proposal.
2. I have full authority to execute this affidavit on behalf of the proposer.
3. The attached proposal has been arrived at by the proposer independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other proposer of the same goods or services designed to limit independent bidding or competition.
4. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer prior to the official opening of the proposals.
5. No officer, employee, or agent of the Wauchula Community Redevelopment Agency or the City of Wauchula has a financial interest in the proposing firm or has received any gift, gratuity, favor, or payment in connection with the preparation or submission of this proposal.
6. I am not aware of any conflict of interest that would prevent the proposing firm from performing the services described in this RFP. If any potential conflict of interest exists, it is described below:

Description of potential conflict (if none, write 'None'):

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Phone: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____ Commission Expires: _____

(Notary Seal)

Vendor References Form (Exhibit D)

Provide the following information for a minimum of three (3) comparable outdoor sound system projects completed within the past five (5) years. The CRA reserves the right to contact references.

Reference #1

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #2

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #3

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

EXHIBIT E — RFP RESPONSE FORM

RFP — Design and Installation of a Permanent Outdoor Sound System

Wauchula Community Redevelopment Agency | Historic Downtown Wauchula, Florida

By signing below, I certify on behalf of myself and the firm I represent that:

(A) I have read and fully understand the specifications, conditions, and instructions contained in this Request for Proposals and the following addenda:

Addendum #	Addendum Date	Acknowledged (initials)

(B) I am authorized to execute this form and to bind my firm contractually.

(C) The statements set forth in this proposal as to debarment and suspension, public entity crimes (Section 287.133), discrimination (Section 287.134), and scrutinized companies (Section 287.135) are true and correct.

(D) I understand that the CRA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the CRA. By submitting this proposal, I expressly waive any claim to damages of any kind in the event the CRA exercises this right.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Florida Contractor License #: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Base Proposal Total (lump sum): \$ _____

Alternate Proposal — 3-Block Expansion (lump sum): \$ _____

Optional Annual Maintenance Contract (if offered): \$ _____ per year

EXHIBIT B

SCOPE OF SERVICES (from bid packet)

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements
- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available

replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications
- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately five (5) additional blocks of Main Street

beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

ADDENDUM 1
PERMANENT OUTDOOR SOUND SYSTEM
CRA RFP 26-02

QUESTION: Am I correct in identifying 21 poles with 23 distributed speakers, in addition to the two larger speakers located at the Heritage Park Pavilion stage? If not, could you please provide the correct quantity?

ANSWER: There are currently 20 light poles with 22 speakers in addition to the large hanging speakers at the pavilion. There is a light pole that should have a speaker, but it currently does not (it was damaged in an accident). It is desired to put it back. The total speaker count should be 21 poles with 23 speakers.

QUESTION: For the alternate pricing requested for the additional three blocks of Main Street, approximately how many poles and/or speaker locations are anticipated within that expansion area? Are those locations already established, or should proposers determine speaker locations as part of the system design?

ANSWER: There are 8 poles per block (4 on the north side of the street and 4 on the south) for a total of 24 light poles. I would like a recommendation for alternating speakers or placing them on all the poles.

QUESTION: You mentioned that underground conduits may already exist within the expansion area. Is there anyone familiar with their location, ownership, condition, or any available documentation?

ANSWER:

QUESTION: Are any as-built drawings, conduit maps, wiring diagrams, or previous installation records available for the existing system?

ANSWER: These items are not found in any files.

QUESTION: Is the CRA expecting proposers to reuse existing underground speaker wiring where feasible, or should proposals assume complete replacement of all wiring infrastructure?

ANSWER: If the wire is in good condition and can be used, it is assumed this would be a cost savings to use what is there and therefore would be the preferred route.

QUESTION: Are there any known issues with the existing underground wiring, conduit system, speaker locations, or audio coverage areas that should be considered during design?

ANSWER: There are no known issues with the current equipment along Main Street.

QUESTION: I noticed the equipment rack currently appears to have Wi-Fi connectivity available. Is there a dedicated internet connection available for remote system management, or should proposers include provisions for network connectivity as part of the project?

ANSWER: There is no dedicated Wi-Fi connectivity for the system. We will assume at this time that no new provision will be needed for connectivity.

QUESTION: Is there an anticipated budget range established for this project that proposers should consider when developing system recommendations?

ANSWER: The current budgeted amount is \$70,000. If proposals come in substantially higher, a budget adjustment can be explored or a phased approach to installation.

QUESTION: Regarding the requested future expansion of approximately three additional blocks of Main Street, does the CRA envision those additional blocks operating as a separate independently controlled audio zone, or as an extension of the existing Main Street zone? Alternatively, should proposers recommend the most appropriate zoning configuration as part of their system design?

ANSWER: The majority of the time those speakers will play the same music as the other blocks. However, the opportunity to control them separately, particularly the volume, is preferred. The CRA envisions 3 or 4 zones – the new 3 block addition, the block directly in front of the park, the next 2 blocks heading east (or those 2 blocks could be zoned separately). Proposers should recommend the most appropriate zoning configuration.

QUESTION: Has the CRA received any feedback or complaints regarding the existing system's audio quality, coverage, volume levels, or overall operation that should be specifically addressed in the new system design?

ANSWER: The volume levels are difficult to control between blocks. Specifically, the last block to the east is much quieter than the block in front of the park. The current system is not able to handle changes such as plugging in microphones or amp from bands

meaning what is played at the pavilion cannot be played through the speakers along Main Street. This is due to the age of the system. Historically whatever was playing at the pavilion could be played through all of the speakers.

QUESTION: Section 2.1 states that proposers must have a minimum of five (5) years of experience designing and installing outdoor commercial or municipal audio systems. For purposes of meeting this requirement, should experience be evaluated based solely on the age and experience of the legal entity submitting the proposal, or may proposers also include the relevant experience of the company's principal and previously owned businesses when demonstrating qualifications?

ANSWER: Experience can be determined by the employees/staff working on the project.

QUESTION: Is the system intended primarily for background music, live performance reinforcement, public announcements, or an equal combination of all three?

ANSWER: The system is used for a combination of all three. However, primary use is background music. Background music plays all day until later in the evening. When there is live entertainment on the stage we would like for it to be heard down the blocks and the same for announcements being made.

QUESTION: Will live events require temporary stage inputs, mixing capabilities, or other event production interfaces?

ANSWER: The current system has the ability for a band to plug in their amp (that ability no longer works). Or, just a mic could be plugged in.

QUESTION: Does the CRA envision incorporating emergency notification capabilities into the system now or as a future option?

ANSWER: No.

QUESTION: Is there existing fiber, Ethernet, or wireless connectivity available between the various coverage zones?

ANSWER: The current system is wired together between each light pole. The wire runs through conduit underground to each light pole, up the pole, and out near the top of the pole plugging into the speaker. All the speakers are connected in some way because

they all play the same music/announcements, however, there are 3 volume control zones – main pavilion speakers, speakers on light poles in front of the park that face the park, and all the other speakers.

QUESTION: Have the existing decorative light poles been evaluated for structural capacity to support new speaker equipment?

ANSWER: No. Also, please note that we do not want any speakers that are larger than what is currently there. Smaller is better.

QUESTION: Are there historic district guidelines or restrictions regarding speaker size, color, or mounting methods?

ANSWER: No, however, as state above, we do not want speakers that are larger than what is currently there. Smaller would be better. Speaker color must be black. Mounting method would depend on the system and should be described in the submittal.

QUESTION: Is centralized control expected from a fixed location, mobile devices, or both?

ANSWER: Currently the main “brain” for the system is inside the city administrative office. Wiring runs out the building to the park pavilion where the volume controls and plug ins (for amps and mics) are. If it is possible for the “brain” to be secured in the pavilion area this would be ideal since most events occur after city hours or on weekends. It would be easier to address issues if the “brain” were more accessible. Currently volume, power (on and off), and music genre can be controlled by a mobile app (Pandora CloudCover subscription). This capability applies to ALL speakers. If it is desired to play music on blocks away from the pavilion but have live entertainment at the pavilion, this can only be accomplished using the controls at the pavilion.

QUESTION: Are there any minimum sound pressure level (SPL) or speech intelligibility requirements that the CRA would like the system to achieve?

ANSWER: This is unknown.

QUESTION: If the alternate three-block expansion is awarded, would those areas require independent zoning and control?

ANSWER: It would be preferred that they be zoned separately. They will play the same music most of the time as the other speakers but on occasion they may need to be turned down or turned off for various reasons. It is desired that all speakers work as one system but have zoning capabilities if this is possible. For example, a zone may need a different volume level or to play music further from the park pavilion while announcements are taking place at the pavilion only relevant to those in the vicinity that can see what is happening such as an award ceremony.

QUESTION: Would the CRA be interested in optional capabilities such as scheduled programming, remote diagnostics, system health monitoring, or emergency public announcements?

ANSWER: Yes we would be interested in those things. Not necessarily emergency public announcements but the others are of interest.

ITEM: The RFP notes that the project completion date is September 14, 2026. Due to an event in the downtown on August 7, 2026, it may not be possible to start the project until after that time and therefore the completion date will be pushed back.

ADDENDUM 2
PERMANENT OUTDOOR SOUND SYSTEM
CRA RFP 26-02

ITEM: This question was asked in Addendum 1 but was not answered.

QUESTION: You mentioned that underground conduits may already exist within the expansion area. Is there anyone familiar with their location, ownership, condition, or any available documentation?

ANSWER: There is no documentation to support the existence of the conduit in the expanded area. If it is there, as believed, it belongs to the City of Wauchula. The city will verify the existence and location of the conduit, however, it may not be completed in time for the submittal due date. Therefore, for the purpose of this proposal, we will assume the conduit is there, and in good condition.

ADDENDUM 3
PERMANENT OUTDOOR SOUND SYSTEM
CRA RFP 26-02

ITEM: Expansion area

It has been discovered that there is no conduit in the 3-block expansion area. Since we are still interested in exploring options to expand the system, please provide in your proposal any detailed recommendations/options for making this happen that may be possible without the conduit. Provide installation method and cost. If you have no recommendations, please state that in your submittal.

EXHIBIT C

Cost Proposal

Base Proposal

Description	Amount
System Design & Engineering	\$1,900
Equipment (AtlasIED System Components)	\$34,500
Installation Labor	\$20,500
Speaker Mounting Hardware & Misc. Materials	\$2,500
Cabling, Connectors & Consumables	\$2,750
Equipment Rack Assembly & DSP Programming	\$2,000
Testing & Commissioning	\$1,100
Owner Training & Documentation	\$800
Permit / Project Administration	\$1,500
Base Proposal Total	\$67,550.00

Alternate Proposal

Description	Amount
Directional Boring & Underground Conduit	\$32,500
Direct-Burial Speaker Cable & Materials	\$3,500
Additional Loudspeakers & Mounting Hardware	\$10,500
Installation Labor	\$9,500
Testing & Commissioning	\$2,000
Documentation & Programming	\$1,000
Alternate Proposal Total	\$59,000.00

Optional Annual Maintenance Cost

Service	Annual Cost
Annual System Inspection	
DSP Backup Verification	
Firmware Updates	
Audio Performance Verification	
Priority Technical Support	
Minor System Adjustments	
Annual Maintenance	\$1,495.00 / year

Cost Proposal

Alternate Proposal – Additional Three Blocks of Main Street

Pricing is based on the conceptual expansion described in Addendum No. 3. Final pricing is subject to confirmation of speaker locations, underground utility conflicts, required bore lengths, permitting requirements, and final construction drawings.

Notes

- All pricing includes labor, materials, taxes, equipment, programming, testing, documentation, and project management.
- Pricing is based on the proposed system design and equipment specified in this proposal.
- No price escalation will occur after proposal submission.
- Alternate pricing will only apply if authorized by the CRA.

Complimentary First-Year Maintenance: Skyline Commercial Systems includes the **first year of annual preventive maintenance at no additional cost.** This service includes one scheduled system inspection, DSP configuration backup verification, firmware updates (where applicable), audio performance verification, minor system adjustments, and priority technical support. The optional annual maintenance agreement would begin after the first year.