

**CITY OF EVERGLADES CITY
NOTICE OF EXTRAORDINARY MEETING AND AGENDA**

**Everglades City Council
Mayor: Howell Grimm, Jr.
Mayor Pro Tem: Vicky Wells
City Council Members:**

**Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby
City Attorney: Zach Lombardo*City Clerk: Dottie Joiner**

THE CITY OF EVERGLADES CITY WILL HOLD AN EXTRAORDINARY CITY COUNCIL MEETING ON TUESDAY, JANUARY 25, 2022, AT 7:00 PM CONDUCTED HYBRID WITH A QUORUM OF COUNCIL MEMBERS PRESENT IN COUNCIL CHAMBERS AT CITY HALL EVERGLADES CITY, FLORIDA AND OTHERS PRESENT BY VIDEO CONFERENCE.

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL, ADDITIONS, OR DELETIONS TO AGENDA**
- 5. PRIMARY BUSINESS**

- a. Consideration of Community Planning Technical Assistance Grant (DEO)/Updating the City's Comprehensive Plan
- b. Consideration of Amendment to Article IV of the City's Procurement Policy regarding bid protests
- c. Consideration of approval of plans for WWTP and authorization to Mayor Grimm to go out for bid on the City of Everglades City Facility Replacement/WWTP-Contingent on receipt of plans

6. PUBLIC COMMENT

7. CITY REPORTS

- a. Council Members: Vicky Wells, Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby
- b. City Attorney
- c. Mayor

8. ADJOURNMENT

APPEAL NOTICE: ANY PERSON WHO DECIDES TO APPEAL A DECISION BY THIS COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS PERTAINING THERETO, AND THEREFORE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, UPON WHICH THE APPEAL IS TO BE BASED. THE CITY OF EVERGLADES SHALL NOT BE RESPONSIBLE FOR PROVIDING THIS RECORD. THIS AGENDA WAS POSTED AT CITY HALL AND EVERGLADES CITY STRONG FB PAGE, THIS 20th DATE OF JANUARY, 2022 BY DOTTIE JOINER, CITY CLERK.

PUBLIC COMMENT NOTICE: ALL PERSONS WISHING TO SPEAK ON ANY AGENDA ITEM MUST REGISTER PRIOR TO THE MEETING BY EMAILING CITY CLERK DOTTIE JOINER @ dsmallwood@cityofeverglades.org. ALL REGISTERED PUBLIC SPEAKERS WILL BE LIMITED TO FIVE (5) MINUTES, OR IF IN WRITING 700 WORDS.

INSTRUCTIONS ON HOW TO VIEW AND PARTICIPATE IN MEETING

The public may attend either electronically or in person on January 25, 2022, which begins at 7:00 p.m.

1. Watch the meeting online and provide public comment live during the meeting:

Request to speak instructions:

To request to speak during the virtual meeting, you must send an email to Dottie Joiner, City Clerk @ dsmallwood@cityofeverglades.org prior to 5 p.m. on January 25, 2022.

Zoom instructions: For the January 25, 2022 meeting, please use the meeting link

<https://us02web.zoom.us/j/2916297131?pwd=MTJMTkZMGExUjN1Z2JwOmtuYkxRdz09/Password:34139> virtually attend

and watch the meeting by computer, tablet, or smartphone. Those who have pre-registered to speak, will be called upon and the appropriate time limits will be enforced. If joining from a tablet or smartphone, you will need to download the free Zoom app from your device's app store. If joining from a computer, your computer will automatically download and install (if needed) the Zoom program. If you currently have Zoom installed on your computer, tablet, or smartphone, you may join the meeting by entering the meeting ID: 291 629 7131 and Password: 34139.

Dial in option: 1 929 205 6099 US

For additional information or assistance please contact the following prior to the meeting:

a. For public comment questions:

Dottie Joiner, City Clerk, dsmallwood@cityofeverglades.org or (239) 695-4558

b. For questions on connecting to the meeting:

Karen Cochran, kcocochran@cityofeverglades.org (239) 777-6614

2. Provide public comment in writing:

To provide public comment in writing to be read during the virtual meeting, you must send an email to Dottie Joiner, City Clerk @ dsmallwood@cityofeverglades.org prior to 5 p.m. on January 25, 2022. All submissions will be read into the record, as limited to the first 700 words.

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF EVERGLADES CITY, FLORIDA, AMENDING ITS GENERAL PROCUREMENT POLICY FOR THE CITY OF EVERGLADES CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Everglades City adopted a general procurement policy for the City of Everglades City on December 1, 2020;

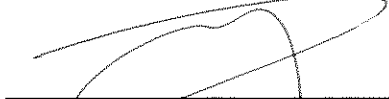
WHEREAS, the City of Everglades City now desires to amend article 4 of its general procurement policy to provide greater specificity in its bid protest procedures.

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

- SECTION 1.** The above recitals are true, correct, and incorporated by reference as if set forth fully herein.
- SECTION 2.** The City Council hereby adopts and the amended and restated general procurement policy for the City of Everglades City, as its amended procurement policy, a true and accurate copy of which is attached as Exhibit A.
- SECTION 3.** This Resolution shall take effect immediately upon its passage and adoption.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EVERGLADES CITY, FLORIDA, THIS JANUARY 25, 2022.

APPROVED AS TO LEGAL FORM:

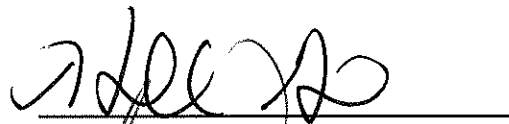


City Attorney


ATTEST:



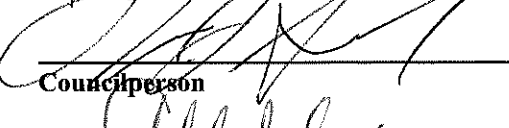
Dottie Joiner, City Clerk



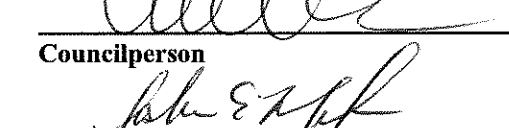
Mayor



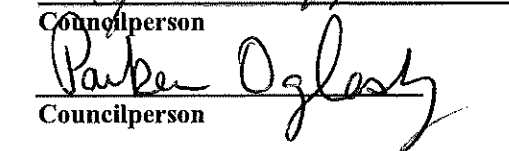
Councilperson



Councilperson



Councilperson



Councilperson

**CITY OF EVERGLADES CITY
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**Everglades City Council
Mayor: Howell Grimm, Jr.
Mayor Pro Tem: Vicky Wells
City Council Members:**

**Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby
City Attorney: Zach Lombardo*City Clerk: Dottie Joiner**

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1. CALL TO ORDER

Mayor Grimm called the meeting to order at 7:00 pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Grimm gave the Invocation.

Council Member Oglesby led the Pledge of Allegiance.

3. ROLL CALL

Josh Minton, Vicky Wells, Tim Smith, Tony Pernas, Parker Oglesby, Mayor Grimm, City Attorney

Zach Lombardo (by zoom), City Clerk Dottie Joiner, Assistant to the City Clerk Karen Cochran.

Audience: Lloyd & Tanya Beaty, Mike McComas, Tammie Pernas, Dennis Guess.

By Zoom: City Attorney Zach Lombardo, Connie Barker, John Bruce, Patty Huff.

4. APPROVAL, ADDITIONS, OR DELETIONS TO AGENDA

None.

5. PRIMARY BUSINESS

- a. Consideration of Community Planning Technical Assistance Grant (DEO)/Updating the City's Comprehensive Plan**

Council Member Smith made a motion to the Community Planning Technical Assistance Grant (DEO) and authorize Mayor Grimm to sign.

Council Member Wells second.

Discussion-

All in favor.

- b. Consideration of Amendment to Article IV of the City's Procurement Policy regarding bid protests**

Council Member Pernas made a motion to accept the amendment to Article IV of the City's Procurement Policy regarding bid protests.

Council Member Wells second.

Discussion-City Attorney Zach Lombardo-In December 2020 you enacted a full procurement policy.

All in favor.

- c. Consideration of approval of plans for WWTP and authorization to Mayor Grimm to go out for bid on the City of Everglades City Facility Replacement/WWTP-Contingent on receipt of plans
Council Member Oglesby made a motion for Mayor Grimm to sign for the bidding process.
Council Member Minton second.
Discussion-City Attorney Zach Lombardo-We have a full set of plans for the replacement of the WWTP-very exciting day-this is the answer to your CFJ or a huge piece of the compliance.
Council member Oglesby-When do we go out for bid and what is the response time?
Financial Administrator Tammie Pernas-We are doing Demandstar (see attached report).
All in favor.

6. PUBLIC COMMENT

None.

7. CITY REPORTS

a. Council Members:

Vicky Wells-I have a concern on the docks-we vote on the residential dock leases and giving someone 2 years after they demo their home to build is too much-it should be based on a disaster and not a year to pull a permit maybe 90 days.

Tim Smith-Someone needs to talk to the veggie stand at the post office it is too congested-check for a business license and find another location in the community.

Josh Minton-No report.

Tony Pernas-The dump trucks going to the airport for the raising they are using the fire hydrant.
Mayor Grimm-Terry has spoken with them and he is on top of it.

Parker Oglesby-Why are they raising it?

Mayor Grimm-the tide is flooding it.

Parker Oglesby-After our last meeting a lot of the congestion is gone from behind the school.

b. City Attorney

Zach Lombardo-No report.

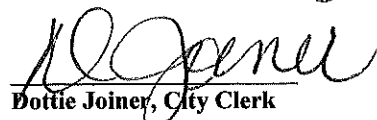
c. Mayor

Mayor Grimm-No report.


8. ADJOURNMENT

Council Member Smith made a motion to adjourn the meeting at 7:33 pm.
Council Member Wells second.
Discussion-None.
All in favor.


ATTEST:

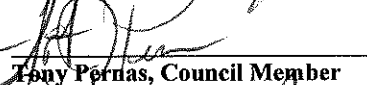

Dottie Joiner, City Clerk



Howell Grimm Jr., Mayor


Vicky Wells, Council Member


Tim Smith, Council Member


Josh Minton, Council Member


Tony Perras, Council Member


Parker Oglesby, Council Member

Agreement # P0429

COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

AGENDA ITEM
NUMBER 5.a.

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the **City of Everglades City** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2021 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **Forty-two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00)** in consideration for Grantee's performance under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee

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has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3 to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

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withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if

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the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)***J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

- 1. Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written

material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

5. Grantee shall submit the final invoice for payment to DEO no later than **60 days** after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon

written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made

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for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are

incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

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4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a

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similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to DEO's Agency Clerk. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or

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use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO**Grantee's Agreement Manager:**

Dottie Joiner, City Clerk
City Hall, 102 Copeland Avenue North
Everglades City, Florida 34138
Telephone: 239-695-4558
Facsimile: 239-695-2350
dsmallwood@cityofeverglades.org

DEO's Agreement Manager:

Amanda Iscrupe
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: amanda.iscrupe@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice"

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is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF EVERGLADES CITY, FLORIDA

By _____
Signature
Kate Doyle

Title Interim Deputy Secretary
Division of Community Development

Date _____

By _____
Signature
Howell Grimm, Jr.

Title Mayor

Date _____

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2234, Chapter 2021-36, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall prepare amendments to the City of Everglades City Comprehensive Plan to update the Plan in response to statutory changes to Chapter 163, Part II, F.S., that have been enacted since 1988. The amendments shall be based upon an Evaluation Report, Vulnerability Assessment Report, and public input and supported by relevant and appropriate data and analysis. The amendments shall also include updates to the Comprehensive Plan maps in geographic information system (GIS) format. Grantee shall conduct a public workshop regarding the reports and conduct a public workshop and public hearings (Local Planning Agency and City Council) regarding the plan amendments. The amendments shall be processed pursuant to the Expedited State Review process (Section 163.3184(3), F.S.).
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. *Evaluation Report; Subcontract or Notice*

Grantee shall:

1. Prepare a written "Evaluation Report" that includes the following information: (1) identifies changes that need to be made to the City of Everglades City Comprehensive Plan (goals, objectives, policies, future conditions maps, and Five-Year Schedule of Capital Improvements) in response to statutory changes to Chapter 163, Part II, F.S., that have been enacted since 1988; (2) includes updated population estimates and projections (permanent and seasonal) for the Comprehensive Plan; and (3) includes updated existing land use information for the Comprehensive Plan. The Evaluation Report shall at least identify the general scope of the subject matter that needs to be changed or updated for each goal, objective, policy and map that pertains to the change (but note: a verbatim strike-through and underline of the change is not required to be included in the Evaluation Report). The population estimates and projections shall be based on professionally acceptable methodology and the land use information shall be based upon relevant and appropriate data and analysis based on professionally accepted sources.
2. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or

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other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. *Vulnerability Assessment Report; Public Workshop; Subcontract or Notice*

Grantee shall:

1. Prepare a written "Vulnerability Assessment Report" that includes the following information: (1) a sea level rise vulnerability assessment of the City of Everglades City; (2) a summary description of the methodology and data used for the vulnerability assessment; and (3) a policy evaluation of the City's Comprehensive Plan regarding compliance with the requirements of Section 163.3178(2)(f), F.S., based on findings of the vulnerability assessment, and that includes recommendations regarding revisions and updates to the Comprehensive Plan to meet these requirements. The vulnerability assessment shall be based upon relevant and appropriate data and analysis based on professionally accepted sources.
2. Conduct a publicly advertised community public workshop to present the Evaluation Report and Vulnerability Assessment Report and to solicit public input regarding the findings of the reports. Grantee shall prepare workshop materials including a public notice, an agenda, and a powerpoint presentation. Grantee shall prepare a written narrative summary of the public input received at the workshop or obtain minutes of the input received.
3. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. *Comprehensive Plan Amendments; Public Workshops; Public Hearings; Subcontract or Notice*

Grantee shall:

1. Prepare draft proposed amendments to the City of Everglades City Comprehensive Plan to address the following: (1) statutory changes that have been enacted to Chapter 163, Part II, F.S., since 1988, including but not limited to Section 163.3178(2)(f), F.S.; and (2) updates to Comprehensive Plan maps in geographic information system (GIS) format. The draft proposed amendments shall be based upon the Evaluation Report (results of Section 3.A.1. above), Vulnerability Assessment Report (results of Section 3.B.1. above) and input received from the public workshop (results of Section 3.B.2. above). The draft proposed amendments shall be shown in strike-through and underline format. Prepare relevant and appropriate data and analysis based on professionally accepted sources to support the draft proposed amendments. The draft proposed plan amendments shall include a Property Rights Element.

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2. Conduct a publicly advertised community public workshop to present the draft proposed amendments to the City of Everglades City Comprehensive Plan (results of Section 3.C.1. above) and to solicit input regarding the draft proposed amendments. Grantee shall prepare workshop materials including a public notice, agenda, and powerpoint presentation. Grantee shall prepare a written narrative summary of the public input received at the workshop or obtain minutes of the input received.
3. Prepare revisions to the draft proposed amendments, if revisions are appropriate, based on the results of the public workshop (results of Section 3.C.2. above) and any other information deemed appropriate by the Grantee, and consistent with the content requirements for the draft as stated above.
4. Grantee shall present the draft proposed amendments (developed under Sections 3.C.1., 3.C.2. and 3.C.3. above) to the Grantee's Local Planning Agency (LPA) at an advertised public hearing. Grantee shall prepare a public notice and agenda for the LPA public hearing. Grantee shall prepare a written narrative summary of the public and LPA input received at the LPA public hearing. Grantee shall prepare a written document identifying any revisions to the draft proposed amendments based on the LPA public hearing, or prepare a document indicating that no revisions were made.
5. Grantee shall conduct an advertised transmittal public hearing pursuant to Section 163.3184, F.S., before the Grantee's City Council to review, finalize, and consider transmittal of the proposed plan amendments (developed under Sections 3.C.1., 3.C.2., 3.C.3. and 3.C.4. above) to reviewing agencies pursuant to Section 163.3184, F.S. Grantee shall prepare a public notice, agenda, and ordinance for the public hearing. Grantee shall prepare a written narrative summary of the public and Council input received at the public hearing or obtain minutes of the input received.
6. Grantee shall prepare a written document identifying any revisions to the proposed plan amendments (as proposed under Section 3.C.5. above) based on the transmittal public hearing with the Grantee's City Council or prepare a document indicating that no revisions were made.
7. If Grantee's City Council voted to approve the transmittal of the proposed plan amendments, Grantee shall prepare the proposed plan amendments (in strike-through and underline format) that the City Council voted to transmit and Grantee shall transmit the proposed plan amendments to the State reviewing agencies pursuant to Section 163.3184, F.S. If Grantee's City Council voted not to transmit the proposed plan amendments, Grantee shall prepare a document indicating that the City Council voted to not transmit the proposed plan amendments.
8. If Grantee's City Council voted to transmit the proposed plan amendments, Grantee shall conduct an advertised adoption hearing pursuant to Section 163.3184, F.S., before the Grantee's City Council to review, finalize, and consider for adoption the plan amendments (developed under Sections 3.C.5., 3.C.6. and 3.C.7. above). Grantee shall prepare a public notice, agenda, and ordinance for the adoption public hearing. Grantee shall prepare a

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written narrative summary of the public and Council input received at the adoption public hearing or obtain minutes of the input received.

9. Grantee shall prepare a written document identifying any revisions to the plan amendments based on the adoption public hearing with the Grantee's City Council or prepare a document indicating that no revisions were made.
 10. If Grantee's City Council voted to adopt the plan amendments, Grantee shall prepare the plan amendments that the City Council voted to adopt in strike-through and underline format.
 11. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for the Deliverable 3.
 12. **DEO REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT.** No later than 10 business days before the deliverable due date, Grantee shall provide a draft deliverable to DEO for review and comment. The draft shall be submitted to DEO's Agreement Manager. DEO shall provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by DEO in the deliverable submitted to DEO for payment.
4. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. <i>Evaluation Report; Subcontract or Notice.</i> Grantee shall, in accordance with Section 3.A. of this Scope of Work: (1) prepare an Evaluation Report; and (2) provide a copy of a subcontract, amendment to a subcontract, or notice.	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Copy of the Evaluation Report. 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that	\$7,500	As provided in Section 12 of this Scope of Work, below.

<p>Deliverable due date: May 31, 2022</p>	<p>no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>		
<p>Deliverable 2. <i>Vulnerability Assessment Report; Public Workshop; Subcontract or Notice.</i></p> <p>Grantee shall in accordance with Section 3.B. of this Scope of Work: (1) prepare a Vulnerability Assessment Report; (2) conduct a public workshop; (3) prepare public workshop notice, agenda, powerpoint presentation, and a written narrative summary of input received or minutes of input received; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p>Deliverable due date: May 31, 2022</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Copy of the Vulnerability Assessment Report. 2. Copy of public workshop notice, agenda, powerpoint presentation, and a written narrative summary of input or minutes of input. 3. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$20,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>Deliverable 3. <i>Comprehensive Plan Amendments; Public Workshops and Hearings; Subcontract or Notice.</i></p> <p>Grantee shall in accordance with Section 3.C. of this Scope of Work: (1) prepare draft proposed amendments, conduct public workshop, and revise the amendments if needed (Sections 3.C.1., 3.C.2. and 3.C.3.); (2) present the draft proposed amendments at LPA public hearing, and revise the amendments if needed (Sections 3.C.4.); (3) present the proposed amendments at transmittal public hearing, revise the amendments if needed, and transmit the amendments (Sections 3.C.5., 3.C.6. and 3.C.7.); (4) present the amendments at adoption public hearing, and revise the amendments if needed (Sections 3.C.8., 3.C.9. and 3.C.10.); (5) prepare public workshop and public hearing notices, agendas, ordinance, powerpoint presentations, and a written narrative summaries of input received or obtain minutes of input; (6) prepare documents indicating any revisions or no revisions to the amendments as a result of LPA and City Council hearings (Sections 3.C.4.,</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Copy of draft proposed plan amendments presented at public workshop. Copies of proposed plan amendments presented at LPA hearing and City Council transmittal and adoption hearings or document indicating that the City Council voted to not transmit the plan amendments and voted to not adopt the plan amendments. Copy of plan amendment adoption ordinance if City Council voted to adopt the plan amendments.** 2. Copy of public workshop notice, agenda, powerpoint presentation, and a written narrative summary of input or minutes of input. 3. Copy of public hearing(s) notice(s), agendas(s), powerpoint presentation(s), and a written narrative summary of input or minutes of input. 4. Documents indicating revisions to the plan amendments, if revisions were made, as result of LPA and City Council public hearings. 5. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into 	<p>\$15,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
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3.C.6. and 3.C.9.); and (7) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: May 31, 2022	as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed: \$42,500.00			

**** Note regarding comprehensive plan amendments:** Providing DEO a copy of a comprehensive plan amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in s. 163.3184, F.S. To satisfy both the terms of this Agreement and the statutory transmittal requirement, Grantee must provide a copy of the plan amendment to DEO's Agreement Manager **and** send a copy of the proposed or adopted comprehensive plan transmittal package to DEO at the following address: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to DEO's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

- 9. COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

- A.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B.** Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into DEO's Subrecipient Management Reporting Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C.** Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
 2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. For Work Performed by a Subcontractor:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to DEO's Agreement Manager or upload the deliverable documents into DEO's SERA system for review. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee

is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.
2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and

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comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;

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- B.** Complete performance of such part of the work as shall not have been terminated by DEO;
- C.** Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____

FEIN: _____

INVOICE NO.: _____

INVOICE DATE: _____

Agreement No.: _____

TO:

Florida Department of Economic Opportunity
Division of Community Development
Attn.: Amanda Iscrupe
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:

[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$__
TOTAL	\$__

INVOICE

INVOICE NO.: _____

INVOICE DATE: _____

TO:

FOR:

[Grantee phone number]

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Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)**INVOICE****GRANTEE'S NAME:** _____**INVOICE NO.:** _____**FEIN:** _____**INVOICE DATE:** _____**Agreement No.:** _____**TO:**

Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Amanda Iscrupe
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:

[Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ _____
Salaries	\$ _____
Fringe Benefits	\$ _____
Travel	\$ _____
Postage	\$ _____
[other direct costs: identify them]	\$ _____
TOTAL	\$ _____

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Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

<ul style="list-style-type: none"> There was no recipient income earned under this contract. The following recipient income was earned under this contract. 			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

<ul style="list-style-type: none"> No tangible property was purchased in the contract period. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department. 					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Agreement # P0429

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded

Agreement # P0429

through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$42,500.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- **ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Agreement # P0429

ATTACHMENT 3 Audit Compliance Certification

Grantee Name: _____
 FEIN: _____
 Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
 _____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? _____ Yes _____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative _____
 Date _____
 Printed Name of Authorized Representative _____
 Title of Authorized Representative _____

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 13, 2021

The Honorable Howell Grimm Jr.
Mayor City of Everglades
102 Copeland Avenue N.
Everglades City, FL 34139

Re: FY 2021-2022 Community Planning Technical Assistance Grants – City of Everglades City

Dear Mayor Grimm:

We appreciate your interest in the Florida Department of Economic Opportunity's Community Planning Technical Assistance grant program and we are pleased to inform you that your grant proposal to *evaluate the Comprehensive Plan, prepare a vulnerability analysis, and create Comprehensive Plan Amendments to respond to any statutory changes* was selected for funding in the amount up to **\$42,500**.

The Department will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2021, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Justin Stiell, Regional Planning Administrator, by telephone at 850-717-8523 or by email at Justin.Stiell@deo.myflorida.com.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mario Rubio', is written over a horizontal line.

Mario Rubio, Director
Division of Community Development

MR/ai

Enclosure

cc: Tammie Pernas, Finance Administrator, Everglades City
Ken Metcalf, Stearns Weaver Miller
Amanda Iscrupe, Agreement Manager, Florida Department of Economic Opportunity

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Florida Department of Economic Opportunity Announces More Than \$92,000 to Improve Infrastructure, Community Redevelopment, and Job Creation in Southwest Florida Communities

Jul 13, 2021



Tallahassee, Fla. – The Florida Department of Economic Opportunity (DEO) announced grant awards totaling more than \$92,000 in Southwest Florida communities. Grant funding will be used to improve infrastructure, community redevelopment, and job creation in small and rural communities. Awards include \$92,500 through the Community Planning Technical Assistance (CPTA) program. The projects awarded in Southwest Florida can be found below.

"Florida's rural communities are vital to the wellbeing and prosperity of our state, and my administration is committed to helping them thrive," said Governor DeSantis. "The more than \$92,000 to Southwest Florida will help ensure that our small and rural communities have the infrastructure and funding they need to create jobs and strengthen their economic resiliency."

"Under Governor DeSantis' leadership, DEO continues to champion opportunities that help communities across the state," said Dane Eagle, Secretary of the Department of Economic Opportunity. "We will work closely with these communities to meet their infrastructure needs and prepare them for the future in order to ensure strong economic development."

Community Planning Technical Assistance:

The Community Planning Technical Assistance grant program seeks to build stronger communities through innovative planning and development strategies to promote economic diversity, protect environmentally sensitive areas, and bolster resiliency planning. More information about the CPTA program can be found [here](#).

- ▶ **Charlotte County (\$50,000)** – to evaluate the county's comprehensive plan and the Community Planning Act requirements, specifically as they relate to flooding, the effects of sea level rise, and post-disaster redevelopment, and to create a program to educate and inform the public about the county's Post-Disaster Redevelopment and Action Plan.
- ▶ **City of Everglades City (\$42,500)** – to complete an evaluation and update the city's comprehensive plan.

Statewide, Governor Ron DeSantis announced that DEO awarded grants totaling more than \$30 million in small and rural Florida throughout the state of Florida. Awards included \$29 million through the Small Cities Community Development Block Grant (CDBG) Program, \$1.2 million through the Community Planning Technical Assistance (CPTA) program, \$280,000 through the Competitive Florida Partnership program. More information can be found [here](#).

About DEO

The Florida Department of Economic Opportunity combines the state's economic, workforce and community development efforts, expediting economic development projects to fuel job creation in competitive communities and promote economic resiliency. For more information, including valuable resources for employers and job seekers, please visit www.FloridaJobs.org.

###

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Highpoint Center
106 E. College Avenue, Suite 700
Tallahassee, FL 32301
(850) 580-7200
stearnsweaver.com

June 1, 2021

Howell Grimm, Jr., Mayor
City of Everglades City
PO Box 110
Everglades City, FL 34139

Dear Mayor Grimm:

On behalf of the firm, we want to extend our appreciation to you for giving Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Firm") the opportunity to provide legal representation, planning and other services to the City of Everglades City as related to the update of the City's Comprehensive Plan as further defined in Attachment "1" herein. We value our relationship, and will make every effort to satisfy you with prompt, thorough, and efficient legal and planning services. While the Firm does not wish to be overly formal in our representation, we have found it helpful to establish the nature and terms of representation which are enclosed for your review and approval. If the enclosed "Terms and Conditions of the Firm's Representation" meet with your approval, please sign below and forward a copy via email.

We look forward to working with you. If you have any questions regarding the foregoing, or if we may be of service in any fashion, please do not hesitate to call us.

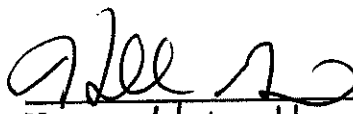
Cordially,



Reggie L. Bouthillier, Esq.
Kenneth B. Metcalf, AICP

Agreed to by:

CITY OF EVERGLADES CITY


Name: Howell Grimm
Title: Mayor
Date: 6/2/21

TERMS AND CONDITIONS OF THE FIRM'S REPRESENTATION

1. **Scope of Engagement:** Our representation of the Client will encompass legal, planning, and GIS services for the City of Everglades City as specified in Attachment "1" ("Subject Matter").
2. **Client:** Our Client for this Subject Matter is City of Everglades City ("Client").
3. **Fees:** Subject to the Florida Department of Economic Opportunity ("FDEO") approving the Scope of Work and grant funding amount, the Firm will charge Client on an hourly basis for work performed to complete the Scope of Work set forth in Attachment "1" for a total amount to not exceed \$42,500. No work will be initiated on the Subject Matter pursuant to this engagement letter until FDEO executes the grant agreement. Legal services will be limited to oversight of the matter and will not be billed. The Firm's primary team will consist of Ken Metcalf¹ and Chris Smith², but work may be performed by additional Firm personnel. Ken's hourly rate of \$385 shall be discounted to \$295 and Chris' hourly rate of \$150 shall be discounted to \$115. We are mindful of the costs for services and will utilize support staff, technicians and additional professionals as we deem appropriate based on the requirements of the matter.
4. **Invoices:** The Firm will keep careful records of the dates services are rendered and the nature of the services. These will be summarized and the Client will receive a detailed invoice for work performed for each deliverable referenced in the invoice based on the Scope of Work approved by FDEO. The invoice will also detail the direct costs required for the Scope of Work. Invoices are to be paid by the Client within 30 days of receiving our invoice for each Deliverable, and the City will then submit for reimbursement for the invoiced amendment from FDEO.
5. **Termination of Engagement:** The Client may at any time terminate our representation for any reason upon providing written notice to the Firm. Our Firm reserves the right to withdraw from our representation and terminate this agreement if Client does not make timely payment for services rendered, fails to cooperate or for any other reason related to Client actions limiting our ability to fulfill the Scope of Work. In this event, our Firm will provide written notice to the Client and act in accordance with Florida Rules of Professional Responsibility. In the event of termination, the Client shall be responsible for payment of all services rendered through the date of termination.

In the event that either the Firm or the Client terminates the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the matter of our representation, and the Client agrees to take all steps necessary to relieve us of any obligation to perform further, including the execution of any documents necessary to perfect our Firm's withdrawal from any litigation, arbitration, mediation or other proceedings of any kind and the Client agrees not to oppose our request to withdraw.

¹ Please note that Ken Metcalf the Director of Planning and is a highly experienced and certified planner. Ken is not an attorney and is not authorized to practice law.

² Please note that Chris Smith is the Director of GIS. Chris is not an attorney and is not authorized to practice law.

6. **Conclusion of Representation; Retention and Disposition of Public Records:** Unless previously terminated or stated otherwise, our representation of the Client in this matter will terminate upon the Firm sending the Client a final statement for services. The Firm recognizes that it is a contractor of services to the Client and therefore, in accordance with §119.0701, Florida Statutes, it shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided under the Public Records Law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of the Firm upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client upon termination of this Agreement.
- (e) If the Firm does not comply with a public records request, the Client shall enforce the provisions above. In any legal proceeding against the Firm for non-compliance with a public records request, if the Client is the prevailing party, it is entitled to an award of its attorney fees and costs.
- (f) Upon request by the Client, the Firm shall promptly provide copies of public records which pertain to this Agreement to the Client.
- (g) Upon completion of this contract, Firm shall transfer, at no cost, to Client all public records in possession of Firm or keep and maintain public records required by Client to perform the service. If the Firm transfers all public records to Client upon completion of the contract, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the contract, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DOROTHY JOINER AT (239) 695-3782, DSMALLWOOD@CITYOFEVERGLADES.ORG, P.O. BOX 110, EVERGLADES CITY, FLORIDA 34139.

7. **E-Verify Participation:** The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Firm will only employ individuals who may legally work in the United States (either U.S. citizens or foreign citizens who are authorized to work in the United States). The Firm will use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of all employees. The Firm will not be utilizing sub-contractors for this matter.
8. **Consent to Future Conflicts:** The Client recognizes that the Firm is a relatively large law firm and represents many other local governments, companies and individuals. Thus, after the time we are representing the Client, we may also represent other present or future clients in matters adverse to the Client that are unrelated to this representation. Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify the Firm from opposing it in other matters that are unrelated to the Subject Matter of this representation. The Firm agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by the Firm as a result of our representation of the Client to its material disadvantage in connection with any litigation or other matter in which we are opposed to it, and if requested by the Client, we will formally screen any lawyers and staff working on the adverse matter from the attorneys and staff working on this matter.
9. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the Client and the Firm regarding the terms of our engagement for the Subject Matter and supersedes any prior understandings and agreements, written or oral. If any provision of this Agreement is held by a court, arbitration, or other panel to be invalid, void, or unenforceable, the remainder of the provision shall remain in full force and effect.

City of Everglades City
Amended and Restated Procurement Policy

Last updated January 25, 2022

**AGENDA ITEM
NUMBER**

56

Article 1. - GENERALLY

1.1. - Purpose.

The purpose of this procurement code is to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1.2. - Application.

This policy applies to contracts and purchase orders for the procurement of construction and capital, supplies and services entered into by the city. It shall apply to every expenditure of public funds by the city for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance, state assistance, or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal, and state laws and regulations. When the procurement specifically involves the expenditure of CDBG funds, the city's Community Development Block Grant Program Purchasing Policy And City Community Development Block Grant Program Minority and Women Business Enterprise Policy shall apply. Nothing in this division shall prevent the city from complying with the terms and conditions of any grant, gift or request that is otherwise consistent with law.

1.3. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Architect, professional engineer, landscape architect, and registered surveyor (includes mapping) means those professional services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of the state, or performed by an architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his/her professional employment or practice.

Capital means all nonexpendable items with an expected useful life of more than one year, such as real property, personal property, or any other thing of value as determined by the mayor or his/her designee.

Change order means any material revision to a purchase order that, once issued, affects either price, vendor, delivery, or merchandise.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings, or real property.

Contract means any type of agreement, whether oral or written, for the procurement of supplies and/or services.

Contractor means any person having a contract with the city.

Cost data means factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing under the contract.

Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this article, and a fee or profit, if any.

Debarment means to bar, exclude, or preclude a person or entity from consideration for award of a contract with the city in accordance with the provisions of this division.

Invitation for bid means any document, whether attached or incorporated by reference, utilized for soliciting competitive sealed bids.

Person means a natural person, corporation, partnership, limited partnership, trust, estate, association, or any other legal entity under the laws of the state.

Price analysis means the evaluation of price data which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices.

Procurement means the buying, purchasing, renting, leasing, or otherwise acquiring of any supply or service. It also includes all functions that pertain to the obtaining of any supply or service, including description of requirements, selection and solicitation of sources, preparation and award of a contract, and all phases of contract administration.

Professional services means legal, medical, actuarial, engineering, architectural (including landscape), surveying, mapping, and other services procured as independent professional assistance and provided by persons who are properly licensed as professionals under state law.

Qualified products list means an approved list of products and services described by model or catalog numbers which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.

Request for proposal means any document, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible bidder/proposer means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity,

reliability, capacity, facilities, equipment, reputation, and credit which will ensure good faith performance.

Responsive bidder/proposer means a person who has submitted a bid or proposal which apparently conforms in all material respects to the requirements set forth in the invitation for bid or request for proposal.

Services means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product.

Specification means any description of the physical or functional characteristics or of the nature of the item being procured. It may include a description of any requirement for inspection and testing.

Supplies means all expendable items used in the operations of the city such as office supplies, automotive supplies, etc.

Surplus supplies and capital means any supplies no longer having any use to the city. These include obsolete and excess supplies, scrap material and nonexpendable property that have completed their useful life cycle.

1.4. - Public access to procurement information.

Procurement information shall be a public record to the extent provided in chapter 119, Florida Statutes and shall be available to the public as provided in such statute.

1.5. - Bulletin board.

All invitations to bid and requests for proposals shall be posted at City Hall.

1.6. - Purchasing—Authority and duties.

- (a) *Mayor.* The mayor or his/her designee is hereby authorized to purchase all construction and capital, supplies, and services necessary for and incidental to the proper conduct and management of the city as well as the disposal of surplus property.
- (b) *Principal public purchasing official.* Except as otherwise provided herein, the mayor or his/her designee shall serve as the principal purchasing official for the city and shall be responsible for the procurement and management of construction and capital, supplies and services, as well as the disposal of surplus property.
- (c) *Duties.* In accordance with this article, the mayor or his/her designee shall:
 - (1) Procure or supervise the procurement of all construction and capital, supplies and services needed by the city;
 - (2) Exercise general supervision over inventories of supplies belonging to the city;
 - (3) Sell, trade, or otherwise dispose of surplus property belonging to the city; and
 - (4) Establish and maintain programs for specifications development, contract administration, inspection, and acceptance, in cooperation with agencies using the supplies and services.

(d) *Regulations and operational procedures.* Consistent with this article, the mayor or his/her designee:

- (1) Shall have the authority and responsibility to promulgate regulations governing the procurement, management and control of purchasing activities; and
- (2) May adopt operational procedures relating to purchasing activity. These may be set forth in a manual or handbook.

1.6. - Same—Delegations to other city employees.

The mayor may delegate authority to purchase supplies and services to other city employees when such delegation is deemed necessary for the effective procurement of certain supplies or services. Specifically, the mayor may authorize department directors to execute certain contracts in accordance with the city's standard operating procedures for review, drafting and processing of contracts, as may be amended from time to time.

1.7. - Authority to debar or suspend.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the mayor is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The mayor is also authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, conviction of a public entity crime under state law, or in the performance of such contract or subcontract;
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, fraud, collusion, racketeering, conspiracy, material misrepresentation, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) Violation of contract provisions, as set forth in this subsection, of a character which is regarded by the mayor to be so serious as to justify debarment action:
 - a. Failure to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. Unsatisfactory performance in accordance with the terms of one or more contracts with the city or other entity or organization, whether public or private; provided, that unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

- (5) Any other cause the mayor determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this article.

1.8. - Cost principles regulations required.

The mayor shall promulgate regulations setting forth cost principles which shall be used to determine the allowableness of incurred costs for the purpose of reimbursing costs under contract provisions providing for the reimbursement of costs; provided, however, that if a written determination is approved by the city council, such cost principles may be modified by contract.

Article 2. - SOURCE SELECTION, CONTRACT AND PURCHASE ORDER FORMATION

2.1. - Public-private partnerships (P3).

(a) *Purpose and scope; applicability.*

- (1) This section creates a uniform process for private entities and the city to engage in a public-private partnership (P3) consistent with section 255.065, Florida Statutes, as amended.
- (2) When considering a public project, the City may elect to (1) follow this P3 process if consistent with section 255.065, Florida Statutes, as amended, (2) follow any other legally available project delivery process, or (3) not pursue the project.
- (3) The procurement of P3 agreements by the city shall follow the provisions of this section. Requirements of other sections or articles of this policy shall not apply to procurements under this section unless such requirement is expressly included or incorporated by reference in the procurement documents. The city shall ensure that generally accepted business practices for exemptions provided by this section are part of the procurement process or are included in the P3 comprehensive agreement.
- (4) The City may develop and maintain a separate P3 policy containing more detailed procedures and requirements for entering into P3 agreements, consistent with this section.
- (5) When the City procures stand-alone professional services, as defined in the Consultants' Competitive Negotiation Act, codified at section 287.055, Florida Statutes, as amended, or when it procures professional services in the context of a design-build project, the City will not follow the P3 process, but will instead continue to comply with section 287.055, Florida Statutes, as amended.

(b) *Definitions.*

- (1) *City* means the City of Everglades City, Florida.
- (2) *Conceptual Proposal* means an Unsolicited Proposal that includes conceptual information sufficient for the City to determine whether the proposed ideas are

attractive enough to justify investment of City resources to undertake a process that may lead to formation of a contract to implement the ideas.

- (3) *Detailed Proposal* means a proposal (solicited or unsolicited) that contains detail beyond a conceptual level sufficient for the City to compare the proposal competitively to others.
- (4) *P3* means a public-private partnership, which is an agreement between the City and a Private Entity that allows for greater private sector participation in the delivery of a City Qualifying Project.
- (5) *P3 Statute* means section 255.065, Florida Statutes.
- (6) *Private Entity* means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.
- (7) *Proposal Review Fee* means the fee paid by the Private Entity submitting an Unsolicited Proposal or by the Private Entity submitting a Detailed Proposal that competes with an Unsolicited Proposal.
- (8) *Qualifying Project* means a facility or project that serves a public purpose, or a facility or infrastructure that is used or will be used by the public or in support of a public purpose or activity, as defined in the P3 Statute.
- (9) *Solicitation* means a City-initiated procurement process seeking offers (bids, proposals, or otherwise) for City projects, which may include processes authorized by (1) this Article, (2) sections 255.20 or 287.055, Florida Statutes, or (3) any other law or the City's home rule powers.
- (10) *Unsolicited Proposal* means a Conceptual Proposal or a Detailed Proposal that a Private Entity submits to the City on its own initiative, and not in response to a Solicitation.

(c) *Conceptual proposal.*

- (1) A Private Entity may submit a Conceptual Proposal to the City, to gauge the City's potential interest in pursuing the proposed project as a P3. A Conceptual Proposal is not required. A Private Entity may forego submitting a Conceptual Proposal and submit an unsolicited Detailed Proposal.
- (2) A Private Entity must tender a Proposal Review Fee of \$5,000.00 with its Conceptual Proposal. The City will not review a Conceptual Proposal that is not accompanied by the payment of this fee. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.
- (3) A Conceptual Proposal must contain information sufficient to inform the City about (1) the overall character of the proposed Qualifying Project, (2) the general experience of the Private Entity, and (3) the general strategies to ensure successful project delivery.

- (4) Within ten (10) business days after receipt of the Conceptual Proposal, the City will either (1) summarily reject the Conceptual Proposal and return the Proposal Review Fee or (2) accept the Conceptual Proposal for substantive review and notify the Private Entity of the anticipated time required for the City to complete the review of the Conceptual Proposal.
 - (5) If the City decides to accept the Conceptual Proposal for substantive review, the City will preliminarily assess whether: (1) the proposed project is a Qualifying Project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.
 - (6) Upon completion of review of the Conceptual Proposal, the City will notify the Private Entity in writing of the City's position regarding the proposed project. The City may:
 - a. Decide not to pursue the proposed project;
 - b. Decide to pursue the proposed project, or a similar project, using other procurement methods (in which, if open to private companies, the Private Entity may compete if otherwise qualified); or
 - c. Decide to continue considering the proposed project under the P3 Statute and request the Private Entity to submit a Detailed Proposal (which request shall not constitute a formal Solicitation).
 - (7) The City's disposition of a Conceptual Proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.
- (d) *Unsolicited detailed proposals.*
- (1) A Private Entity may submit an unsolicited Detailed Proposal to the City, to initiate the City's consideration of whether to deem the proposed project as a Qualifying Project and whether to pursue it further under the P3 Statute. The City is not obligated to pursue a project under the P3 Statute, even if the project satisfies the statutory definition of a Qualifying Project.
 - (2) A Private Entity must tender a Proposal Review Fee of \$25,000.00 with its Detailed Proposal, unless the Private Entity has already paid a fee for review of a substantially similar Conceptual Proposal, in which case the Proposal Review Fee is \$20,000.00. The City will not review a Detailed Proposal that is not accompanied by the payment of this fee. The Proposal Review Fee is non-refundable. Payment must be made by cash, cashier's check, or other noncancelable instrument. Personal or business checks will not be accepted.
 - (3) If the initial Proposal Review Fee is insufficient to cover the City's costs to evaluate the proposal, the City will request, in writing, the additional amounts required. If the Private Entity does not tender the additional requested amount with thirty (30) days of the written request, the City may, in its sole discretion, stop its review of the proposal.

- (4) A Detailed Proposal must contain information sufficient to inform the City about: the detailed quality and character of the proposed Qualifying Project; the detailed experience and capacity of the Private Entity; and the detailed financial and implementation strategies to ensure successful project delivery. This information should include the following:
- a. A description of the Private Entity, including name, address, type of organization, and legal structure.
 - b. Name and complete contact information of the primary point of contact for the Detailed Proposal.
 - c. Names and experience of proposed key project personnel.
 - d. Type of support needed, if any, from the City, for example, facilities, equipment, materials, personnel, financial resources, etc.
 - e. Identification of any proprietary data used and the manner in which it is used.
 - f. Identification of any outside entities or professionals the Private Entity has or intends to consult with respect to the project.
 - g. The names of any other federal, state, or local agencies receiving the same proposal.
 - h. A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a Qualifying Project worthy of pursuit by the City.
 - i. A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.
 - j. A preliminary project schedule.
 - k. A detailed financial analysis of the proposed project.
 - l. Specification as to when the pricing or terms of the proposal will expire.
- (5) Within ninety (90) business days after receipt of the Detailed Proposal, the City will notify the Private Entity in writing of the City's decision either to reject the Detailed Proposal or to accept the Detailed Proposal for competitive review. During this period, the City may meet with the Private Entity to gain a deeper understanding of the Detailed Proposal, and the City may request that the Private Entity submit additional information. These meetings will be preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the Detailed Proposal for competitive review, the City will assess whether: (1) the proposed project is a Qualifying Project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute. The City may determine that it requires more

than 90 days to complete its review of the Detailed Proposal and this assessment, in which case it will notify the Private Entity in writing of how much time will be required.

- (6) An Unsolicited Proposal may be rejected by the City at any time. The City has complete discretion and authority to reject any Unsolicited Proposal it receives.
- (7) If the City decides to accept an Unsolicited Proposal for competitive review, the City will advertise the potential opportunity and accept competing Detailed Proposals.
 - a. The advertisement will include: a general description of the Qualifying Project; an invitation to submit a competing Detailed Proposal for the Qualifying Project with a Proposal Review Fee, which may propose the identical project, a functionally equivalent project, or an alternative project that achieves the same purpose or uses the same City resources as the proposed project; information about how to obtain more detailed information; and a due date for responding, which ordinarily will be 45 days after initial publication, but which may be up to 120 days as the circumstances warrant.
 - b. The City will advertise the potential opportunity in the Florida Administrative Register at least once a week for three consecutive weeks; in a newspaper of general circulation within the City at least once a week for three weeks prior to the due date for competing proposals; on the City's website in the same manner as competitive Solicitations; and at City Hall in the same manner as other public notices issued by the City.
- (8) If an Unsolicited Proposal involved architecture, engineering or landscape architecture, the City will engage licensed professionals for review and evaluation of the initial and any subsequent proposals, in accordance with section 255.065(3)(a)5., Florida Statutes (2016).

(e) *Solicited detailed proposals.*

- (1) The City may on its own initiative determine to issue a Solicitation inviting Private Entities to submit Detailed Proposals for any opportunity that the City has identified as a Qualifying Project.
- (2) Any Solicitation that the City issues under the authority of the P3 Statute will identify the P3 Statute and the City's related Code sections as the governing procurement process. The Solicitation documents will specify information necessary for interested parties to understand and respond to the Solicitation.
- (3) If a Solicitation under the P3 Statute includes design work, the Solicitation will include a design criteria package prepared by a licensed architect, landscape architect, or engineer engaged by the City in accordance with section 255.065(3)(c), Florida Statutes.
- (4) The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project qualifies as a Qualifying Project and regardless of whether the ultimate transaction may be characterized as a P3.

(f) *Competitive review and negotiation of detailed proposals.*

- (1) Whether received in response to a Solicitation under the P3 Statute or in response to an advertisement concerning an Unsolicited Proposal, within ten days after the receipt of all competing Detailed Proposals the City will designate a negotiation team to conduct negotiations concerning the Qualifying Project. The negotiation team will consist of at least three persons, including one City employee, who collectively have knowledge and experience in contract negotiations, the subject matter related to the Qualifying Project, public procurement, and project management. No person with a financial interest in the outcome of the negotiation team's efforts or in the Qualifying Project may participate on the negotiation team.
- (2) The negotiation team's meetings are temporarily exempt from the Sunshine Law as provided in section 286.0113(2), Florida Statutes (2014) and section 255.065(15), Florida Statutes (2016). The City will record and preserve as required by law any exempt portion of a negotiation team meeting.
- (3) The negotiation team may rely on subject matter experts and staff for information gathering and administrative work, but the negotiation team alone will possess and exercise authority for all recommendations concerning the Detailed Proposals.
- (4) The negotiation team will initially review the Detailed Proposals and determine whether to allow oral presentations for the purpose of gaining deeper understanding of the Detailed Proposals. The negotiation team is not required to allow oral presentations. Any oral presentations will be limited to reviewing and discussing information contained in the Detailed Proposals, and will not include or constitute substantive negotiations related to any Detailed Proposal or the Qualifying Project.
- (5) Within thirty days after its appointment, or after the final oral presentation, whichever is later, the negotiation team will rank the Detailed Proposals in order of preference. The negotiation team may meet as often as it deems necessary before ranking, in order to discuss details and strategies related to the Detailed Proposals and the Qualifying Project. The negotiation team will strive for consensus, but a majority of the team may establish the ranking. The negotiation team may use any reasonable method to rank the Detailed Proposals, and is not required to numerically score them. In ranking the Detailed Proposals, the negotiation team members will consider the Private Entity team members' professional qualifications and experience, the proposed general business terms, innovative project delivery terms (including finance, design, construction, maintenance, and operation, as applicable to the particular circumstance), and any other factors indicated in the advertisement or Solicitation.
- (6) Following its ranking of Detailed Proposals, the negotiation team will commence negotiations with the Private Entity responsible for the top-ranked proposal. The negotiation team will then conduct negotiations in accordance with the P3 Statute.
- (7) In its discretion, the negotiation team may recommend that the City and the Private Entity enter into an interim agreement as described in the P3 Statute. The negotiation team is not authorized to enter into or otherwise bind the City to an interim

agreement. Any recommendation to enter into an interim agreement will be brought to the City council for consideration. Only the City council is authorized to approve an interim agreement.

- (8) The negotiation team may recommend that the City and the Private Entity enter into a comprehensive agreement as described in the P3 Statute. The negotiation team is not authorized to enter into or otherwise bind the City to a comprehensive agreement. Any recommendation to enter into a comprehensive agreement will be brought to the City council for consideration. Only the City council is authorized to approve a comprehensive agreement.
- (9) In deciding whether to enter into a comprehensive agreement, the City council will consider and determine all reasonable factors, including but not limited to:
 - a. Whether the proposed project is a Qualifying Project.
 - b. Whether the Qualifying Project is in the public's best interest.
 - c. Whether the Qualifying Project involves a facility that is owned by the City or for a facility for which ownership will be conveyed to the City.
 - d. Whether the comprehensive agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default by the Private Entity or cancellation of the Qualifying Project by the City.
 - e. Whether the comprehensive agreement has adequate safeguards in place to ensure that the City or the Private Entity has the opportunity to add capacity to the Qualifying Project or other facilities serving similar predominantly public purposes.
 - f. Whether the Qualifying Project will be owned by the City upon completion or termination of the project and payment of amounts financed.
 - g. Whether there is a public need for or benefit derived from the Qualifying Project.
 - h. Whether the estimated cost of the Qualifying Project is reasonable in relation to similar facilities.
 - i. Whether the comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the Qualifying Project.

(g) *Public records.*

- (1) Information made or received by the City in connection with transaction of the City's official business is subject to the Florida Public Records Law. Unsolicited Proposals received by the City are temporarily exempt from the Public Records Law as provided in section 255.065(15), Florida Statutes (2016).
- (2) If a Private Entity believes that any information it submits to the City is exempt from the Public Records Law under any additional statutory exemptions, the Private Entity

must expressly identify the statutory basis of the claimed exemption and segregate the exempt information.

2.2. - Competitive purchasing.

- (a) *Conditions for use.* Purchases of \$50,000.00 or more shall be awarded by sealed bidding or sealed proposals, in the sole discretion of the mayor or his/her designee, except as otherwise provided for in this article.
- (b) *Invitation for bid/request for proposal.* An invitation for bid or request for proposal shall be issued and shall include specifications, the date for submittal of bids or proposals, and all contractual terms and conditions applicable to the procurement, including the criteria for award of the bid or proposal which shall include, but need not be limited to, price.
- (c) *Public notice.* A public notice for invitations for bid and requests for proposal shall be given prior to the bid or proposal opening date set forth in the notice. Such notice may be given by mail or by public posting. The public notice shall state the place, date and time of the bid or proposal opening.
- (d) *Bid/proposal opening.* Bids and proposals shall be opened publicly at a City Council meeting the date, time, and place of which shall be designated in the invitation for bid or request for proposal. If, for any reason, the opening is pushed back to a later City Council meeting, all bidders must be notified of the date, time, and place of same. The amount of each bid or proposal and such other relevant information as the mayor or his/her designee deems appropriate, together with the name of each bidder and proposer, shall be recorded.
- (e) *Bid/proposal acceptance and bid/proposal evaluation.* Bids and proposals shall be unconditionally accepted without alteration or correction, except as provided in this division. Bids and proposals shall be evaluated based on the requirements set forth in the invitation for bid or request for proposal which may include criteria to determine acceptability. Those criteria that will affect the bid price or proposal price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. No criteria may be used in bid or proposal evaluation that are not set forth in the invitation for bid, request for proposal, in any law, regulations, or in this division.
- (f) *Correction or withdrawal of bids/proposals.* Correction or withdrawal of inadvertently erroneous bids or proposals before bid or proposal opening may be permitted where appropriate. Mistakes discovered before the bid or proposal opening may be modified or withdrawn by written notice received in the office designated in the invitation for bid or request for proposal for receipt of notices prior to the time set for bid or proposal opening. After the bid or proposal opening, no changes to bid or proposal prices or other provisions of bids or proposals prejudicial to the interest of the city or fair competition shall be permitted. During the bid or proposal opening, bidders/proposers may be required to give clarifications regarding their bid or proposal submitted. In lieu of bid or proposal

correction, a bidder/proposer alleging a material mistake of fact may be permitted to withdraw its bid or proposal if:

- (1) The mistake is clearly evident on the face of the bid or proposal document, but the intended correct bid or proposal is not similarly evident; or
- (2) The bidder/proposer submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or proposals shall be supported by a written determination made by the mayor or his/her designee.

(g) *Award to responsible and responsive bidder/proposer.* The contract or purchase order shall be awarded by written notice to the qualified responsible and responsive bidder/proposer whose bid or proposal, as determined by the city council, best meets the requirements and criteria set forth in the invitation for bid or request for proposal and the following criteria including, but not limited to:

- (1) The ability, capacity and skill of bidder/proposer to perform the contract, provide the services required, or deliver the supplies required;
- (2) Whether the bidder/proposer can perform the contract, deliver the goods/supplies, or provide the services promptly, or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder/proposer;
- (4) The quality of performance of previous contracts or services;
- (5) The previous and existing compliance by the bidder/proposer with laws and ordinances relating to the contract or services;
- (6) The sufficiency of the financial resources and ability of the bidder/proposer to perform the contract or provide the service;
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (8) The ability of the bidder/proposer to provide future maintenance and service, when applicable; and
- (9) The number and scope of conditions attached to the bid/proposal.

(h) *Negotiated adjustment.* In the event any or all bids or proposals exceed available budgeted funds, the mayor or his/her designee is authorized, when time or economic considerations preclude resolicitation, to negotiate an adjustment of the bid or proposal price with any and all bidders/proposers.

(i) *Rejection of bids.* The mayor or his/her designee, or the city council shall have the unqualified authority and right in their sole discretion, when the public interest will be served thereby, to reject all of the bids and/or proposals or parts of bids or proposals and may again request bids or proposals upon a subsequent date. No reason need be stated for

the rejection of all or parts of bids or proposals. Any bid or proposal submitted by a bidder/proposer is submitted at the bidder's/proposer's own risk regardless of the cost or time expended by the bidder/proposer in preparation and submittal of a bid or proposal.

- (j) *Default and nonperformance.* In the event that a bid or proposal is awarded to a bidder/proposer who subsequently defaults or who otherwise cannot perform, the city council shall have the authority to award the contract to the next most responsive and responsible bidder/proposer from the original solicitation process, providing that such bidder/proposer agrees to abide by the terms and conditions originally stated by such firm in its bid or proposal.

State Law reference— Consultants competitive negotiations, § 287.055, Fla. Stat.

2.3. - Contracting for professional services.

- (a) *Authority for procuring certain professional services.* The procurement of the professional services of architects, landscape architects, professional engineers, and registered land surveyors (includes mapping), shall be in accordance with section 287.055, Florida Statutes, as amended, and this article.
- (b) *Contracts for legal services.* Notwithstanding the foregoing, the city council may authorize the procurement of legal services by negotiating with a lawyer or lawyers selected or recommended by the city attorney or mayor on the basis of experience and skill.
- (c) *Contracts for audit by an independent certified public accountant.* Notwithstanding the foregoing, the city council shall be responsible for selecting an independent certified public accountant to audit city agencies according to section 11.45, Florida Statutes.
- (d) *Contracts for other professional services.* Notwithstanding the foregoing, the city council may authorize the procurement of other professional services such as accountants, auditors, dentists, physicians, lawyers, veterinarians, artists, entertainers and psychologists by negotiating with organizations selected or recommended by the mayor or his/her designee on the basis of experience and skill.

2.4. - Purchase limits.

- (a) *Small purchases by mayor.* Any contract for a purchase by the city that is less than \$50,000.00 may be made in accordance with the purchase procedures adopted by the mayor and without city council approval. Contract requirements shall not be artificially divided so as to constitute a purchase under this subsection.
- (b) *Change orders as purchases.* In the event that change orders are presented to the city by a contractor under a contract with the city, the mayor or his/her designee shall report and transmit to the city council with a recommendation concerning acceptance or rejection thereof, change orders totaling in the aggregate \$50,000.00 or more, and the city council shall thereupon approve or disapprove the recommendation of the mayor or his/her designee. Change orders that do not total \$50,000.00 or more in the aggregate do not

require city council approval, and the mayor shall adopt operational procedures for review and acceptance of such change orders.

2.5. - Exemptions from competitive purchasing procedures.

- (a) *City facilities.* Purchases of food, beverages and entertainment, at the mayor's discretion, shall be exempt from the competitive purchasing procedures set forth in this division.
- (b) *Noncompetitive and "sole source" procurement.* A contract may be awarded without competition when the mayor determines in writing, after conducting a good faith review of potential sources, that there is only one practicable source for a supply or service, or that using competitive purchasing is not in the best interests of the city. The mayor shall conduct negotiations, as appropriate, as to price, delivery and terms.
- (c) *Emergency procurement.* Notwithstanding any other provisions of this division, the mayor may make, or authorize others to make, emergency procurement of supplies or services in the event of a disruption of essential operations or conditions adversely affecting the safety, health, welfare or security of persons or property, and where it is considered unfeasible to remedy such disruption or conditions through the use of normal competitive purchasing procedures. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the number of the purchase order. For each emergency purchase, the mayor or his/her designee shall prepare an after-the-fact written statement to the city council certifying the conditions and circumstances of the purchase.
- (d) *Used equipment/supplies procurement.*
 - (1) *Generally.* Notwithstanding any other provisions of this division, the purchase of used equipment or supplies shall be made with such competition as is practicable under the circumstances.
 - (2) *Award.* The purchase of used equipment or supplies of a value less than \$50,000.00 may be authorized by the mayor. A written explanation of the circumstances and justification of a purchase for used equipment or supplies of a value equal to or greater than \$50,000.00 shall be submitted to the city council. Upon receipt and approval of such statement, the city council may authorize the purchase.
- (e) Notwithstanding any other provisions of this policy, during a state of local emergency, the mayor may make, or authorize others to make, the procurement of supplies or services without complying with the purchasing procedures set forth in this policy.

2.5. - Required submissions relating to change orders or contract modification.

A bidder, or proposer shall submit cost or pricing data related to any change order or contract modification, including adjustments to contracts awarded by competitive purchasing procedures. The city council shall approve all change orders or modifications involving

aggregate increases or decreases in competitive purchases in amounts equal to or greater than \$50,000.00.

Article 3. - MATERIAL MANAGEMENT

3.1. - Quality assurance, inspection, and testing.

The mayor shall take such steps as are deemed desirable to ascertain or verify that supplies procured by the city conform to specifications.

3.2. - Authorization to dispose of surplus supplies and property.

No department shall transfer to another agency, sell, trade-in, or otherwise dispose of supplies owned by the city without the written authorization of the mayor or his/her designee.

3.3. - Transfer of excess and surplus supplies.

Insofar as is feasible and practicable, the mayor shall transfer excess supplies to other city departments and other units of government. The price of the supply transferred shall be the fair market price, where possible, or on an appraised value, and shall be mutually agreed upon and approved by the mayor. If agreement cannot be reached, the mayor shall establish the price.

3.4. - Disposition of surplus supplies and property.

Whenever in the judgment of the mayor property belonging to the city has become obsolete or in such condition of disrepair as to make it useless and it is desirable that it be sold and/or disposed of, the mayor is authorized to sell and/or dispose of such property at such price and on such terms as his/her judgment may suggest including, but not limited to, sealed bids, open auction and posted prices, or as otherwise permitted by state statute.

3.5. - Auctions.

When authorized by the mayor, city employees or an experienced professional auctioneer may be used to cry the sale and assist in the preparation of the sale.

3.6. - Posted prices.

Surplus supplies may be sold at posted prices as determined by the mayor when such prices are based on fair market value and the sale is conducted pursuant to written procedures established by the mayor.

3.7. - Trade-in.

Surplus supplies and property may be traded-in only when the mayor determines the trade-in value is expected to exceed the value estimated to be obtained through the sale or other disposition of such supplies or property.

3.8. - Surplus property.

No provision of this division shall be in conflict with state statutes regarding surplus property.

Article 4. – PROTESTS, APPEALS, AND REMEDIES

4.1. - Bid protests.

- (a) *Right to protest.* Any actual ~~or prospective~~ bidder, proposer, or contractor who is aggrieved in connection with the solicitation of award of a contract (a “protesting party”) must seek resolution of their complaints through a bid protest as outlined herein.
- ~~(b) *Protest of Solicitation.* To protest a solicitation itself, a protesting party must submit a “Notice of Intent to Protest” within 7 calendar days of the first publication of the solicitation. The notice must be submitted to the Mayor, with a copy to the City Clerk, and must be accompanied by the filing fee. Failure to submit a Notice of Intent to Protest within the time and manner prescribed by this policy shall constitute a waiver of the right to protest by any protesting party~~
- (c) *Bid Protest of Award.* To protest a recommended award, a protesting party, who was an actual bidder, must submit a Notice of Intent to Protest within 3 calendar days of the ~~publication-issuance~~ of the notice of intent to award. The notice must be provided to the Mayor, with a copy to the City Clerk, and must be accompanied by the filing fee. Any protesting party ~~who was not an actual~~ did not truly submit a bid-bidder may not protest a recommended award through this procedure. Failure to submit a Notice of Intent to Protest within the time and manner prescribed by this policy shall constitute a waiver of the right to protest by any protesting party
- (d) *Filing Fee.* As a condition of filing a bid protest, the protesting party shall submit a non-refundable filing fee for the purpose of defraying the costs of administering the protest. The filing fee shall be submitted with the ~~formal protest~~ Notice of Intent to Protest ~~as stated above.~~ Failure to pay the filing fee shall result in the immediate denial of the protest. The amount of the filing fee shall be \$500.00.
- (e) *Contents of Notice of Intent to Intent to Protest.* The Notice of Intent to Protest shall contain, but not be limited to the following information:
 - (1) Solicitation number and title.
 - (2) Name and address of the protesting party as well as email address for service of documents related to the protest.
 - (3) Confirmation and evidence that the protesting party is an actual ~~or prospective~~ bidder, proposer, or contractor, ~~or, in the case of a protest of award, that the protesting party was an actual bidder.~~
 - (4) A statement that the protesting party intends to protest the solicitation or recommended award.
- (f) *Statement of Protest and Demand for Relief.* In addition to the Notice of Intent to Protest, a protesting party must submit a “Statement of Protest and Demand for Relief” within 7

calendar days of the timely submission of the ~~a~~ Notice of Intent to Protest. The Statement of Protest and Demand for Relief shall contain, but not be limited to the following information:

- (1) Solicitation number and title.
- (2) Name and address of the protesting party as well as email address for service of documents related to the protest.
- (3) A statement of disputed issues of material fact. If there are no disputed material facts, the Notice of Protest must so indicate.
- (4) A concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, and constitutional provisions entitling the protesting party to relief.
- (5) The protesting party's ~~entitled demand for the~~ relief.
- (6) Such other information as the protesting party deems to be material to the issue.

A Statement of Protest and Demand for Relief shall contain all of the information required for the Mayor to render a decision.

- (g) *Service of Documents.* All documents shall be deemed served on the protesting party if sent to the email provided in the Notice of Intent to Protest. All documents shall be deemed served on the City if sent to the City Clerk at dsmallwood@cityofeverglades.org.
- ~~(h) *Decision by Mayor.* The Mayor shall review the Notice of Intent to Protest and the Statement of Protest and Demand for Relief and issue a decision stating the reasons for the decision and providing a statement as to the protesting party's rights of appeal.~~
- ~~(i) *Appeal Decision by City Council.* The City Council shall review the Notice of Intent to Protest and the Statement of Protest and Demand for Relief and hold a quasi-judicial hearing on the bid protest and then issue a decision stating the reasons for the decision. Any protesting party may appeal the determination of the Mayor by filing a Notice of Appeal to City Council within 3 days of being served with the Mayor's determination. The City Council shall review any appeal of the determination of the Mayor *de novo*.~~
- (j) *Stay of procurements during protest.* In the event of a timely protest and provided the filing fee has been paid, the Mayor shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Mayor makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the city.
- (k) *Protest Bond Requirement.* For all protests of awards, the protesting party shall post a "Protest Bond" equal to five (5%) of the proposed total cost by the party selected by the recommended award or \$5,000.00, whichever is greater. If the issue cannot be determined as a monetary amount, the Protest Bond amount will be set by the Mayor. The Protest Bond shall be payable to the City. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the bid protest and in any

subsequent appellate court proceeding. In lieu of a bond, the City may, in either case, accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the bid protest process and any appellate court proceedings, the City prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the protestor, the bond, cashier's check, official bank check, or money order shall be returned to the protestor.

- (l) *Authority of the Mayor to settle bid protests.* The Mayor is authorized to settle any protest regarding the solicitation or award of a city contract, prior to a quasi-judicial hearing before ~~n appeal to~~ the City Council or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest for consideration equal to or greater than \$50,000.00 in value without the prior approval of the City Council.

4.2. - Contract claims.

- (a) *Decision of the Mayor.* All claims by a contractor against the city relating to a contract, except bid protests, shall be submitted in writing to the Mayor for a decision. The contractor may request a conference with the Mayor on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or decision.
- (b) *Notice to the contractor of the Mayor's decision.* The decision of the Mayor shall be promptly issued in writing and shall immediately be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his/her appeal rights under subsection (c) of this section.
- (c) *Mayor's decision; contractor's right to appeal.* The Mayor's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a written notice of appeal with the city council challenging the decision.

4.3. - Remedies for solicitation or awards in violation of law.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals the Mayor determines that a solicitation is in violation of federal, state or municipal law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- (b) *Prior to award.* If after the bid opening or the closing date for receipt of proposals, but prior to the award of a contract, the Mayor, after consultation with the city attorney, determines that a solicitation or the proposed award of a contract is in violation of a federal, state or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- (c) *After award.* If, after an award, the Mayor, after consultation with the city attorney, determines that a solicitation of award of a contract was in violation of an applicable law or ordinance, then:
 - (1) If the person awarded the contract has not acted fraudulently or in bad faith:

- a. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the city; or
 - b. The contract may be terminated and the person awarded the contract shall be limited to compensation for the actual costs reasonably incurred under the contract, but excluding attorney's fees, prior to the termination; or
- (2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void, if such action is in the best interest of the city, and the person awarded the contract is entitled to no compensation.

Article 5. - INTERGOVERNMENTAL RELATIONS AND COOPERATIVE PURCHASING

5.1. - Cooperative purchasing authorized.

The city may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public entities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state contracts which are made available to political subdivisions. The mayor or his/her designee shall have the authority to solicit bids or proposals on behalf of, or to participate with, other public entities in a cooperative purchasing process, if it is deemed, in his discretion, to be in the best interest of the city to do so.

5.2. - Sale, acquisition or use of supplies by other public entities.

The city may sell to, acquire from, or use any supplies belonging to another public entity independent of the requirements of articles 2 and 3.

5.3. - Cooperative use of supplies, services, and facilities.

The city may enter into an agreement, independent of the requirements of articles 2 and 3, with any other public entity for the cooperative use of supplies, services or facilities under the terms agreed upon between the parties.

5.4. - Cooperative purchasing contract awards ("piggybacking").

Notwithstanding any other provisions of this article, the mayor or his/her designee shall have the authority to utilize the contracts of other public entities when to do so is deemed to be in the best interest of the city, and providing that such contracts shall have been awarded on the basis of a public, competitive proposal or bid process by federal, state, county, municipal or other governments or agencies thereof; provided, however, that in the purchase of property, supplies or services valued at \$50,000.00 or more, such contract or proposal shall be subject to approval by the city council.

ARTICLE 6. - ETHICS IN PUBLIC CONTRACTING

6.1. - Criminal penalties.

To the extent that violations of the ethical standards of conduct set forth in this division are violations of the state criminal code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article.

6.2. - Employee conflict of interest.

- (a) It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:
 - (1) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement contract; or
 - (2) Any other person, business or organization with whom the employee or any member of an employee's immediate family is negotiating, or has an arrangement concerning prospective employment, is involved in the procurement contract.
- (b) A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

6.3. - Gratuities and kickbacks.

- (a) *Gratuities.* It shall be unethical for any person to offer, give or agree to give any city employee or former city employee, or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- (b) *Kickbacks.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (c) *Contract clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

6.4. - Prohibition against contingent fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

6.5. - Contemporaneous employment prohibited.

It shall be unethical for any city employee who is participating directly or indirectly in the procurement process to become, or to be, the employee of any company contracting with the city.

6.6 - Waivers from contemporaneous employment prohibition and other conflicts of interest.

The city council may grant a waiver from the employee conflict of interest provision (6.2) or the contemporaneous employment prohibited provision (6.5) upon making a written determination that:

- (1) The contemporaneous employment or financial interest of the employee has been publicly disclosed;
- (2) The employee will be able to perform his or her procurement functions without actual or apparent bias or favoritism; and
- (3) The award will be in the best interest of the city.

6.7. - Use of confidential information.

It shall be unethical for any city employee or former city employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

6.8. - Sanctions.

(a) *Employees.* Consistent with established personnel rules and regulations, the mayor may impose any one or more of the following sanctions on a city employee for violations of the ethical standards in this article:

- (1) Oral or written warnings or reprimands;
- (2) Suspension with or without pay for specified periods of time; or
- (3) Termination of employment.

(b) *Nonemployees.* The city council may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

- (1) Termination of contracts; or
- (2) Debarment or suspension as provided in section 1.7.

6.9. - Recovery of value transferred or received in breach of ethical standards.

(a) *General provisions.* The value of anything transferred or received in breach of the ethical standards of this article by a city employee or a nonemployee may be recovered from both employee and nonemployee.

(b) *Recovery of kickbacks by the city.* Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the

city and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

6.10. - Fraud, collusion, etc., by officers or employees.

Any officer of the city or head or employee of any department thereof who shall aid or assist any bidder or proposer in securing a contract to furnish labor, material or supplies at a higher price than that proposed by any other bidder or proposer, or who shall favor one bidder or proposer over another by giving or withholding any information, or who willfully misleads any bidder or proposer in regard to the character of the material or supplies called for, or who knowingly accepts materials or supplies of any inferior grade to those called for by any contract or specifications, or who knowingly certifies to a greater amount of labor performed, or the receipt of a greater amount of different kind of materials or supplies than has been actually received, or shall defraud the city in any other manner in relation to contracts, shall be guilty of misfeasance in office and shall be removed from such office and/or terminated from employment with the city.

6.11. - Collusion by contractors.

If at any time it is found that the person to whom a contract has been awarded has colluded with any other person for the purpose of circumventing any other competing bidder or proposer, or has entered into any arrangement by which he/she has made a higher or lower bid or proposal than some other person for the purpose of dividing the contract or profits therefrom between two or more bidders or proposers, then the contract so awarded shall be null and void.

No provision of this division shall be in conflict with state statutes regarding surplus property.

Article 4. – PROTESTS, APPEALS, AND REMEDIES

4.1. - Bid protests.

- (a) *Right to protest.* Any actual bidder, proposer, or contractor who is aggrieved in connection with the solicitation of award of a contract (a “protesting party”) must seek resolution of their complaints through a bid protest as outlined herein.
- (c) *Bid Protest.* To protest a recommended award, a protesting party, who was an actual bidder, must submit a Notice of Intent to Protest within 3 calendar days of the issuance of the notice of intent to award. The notice must be provided to the Mayor, with a copy to the City Clerk, and must be accompanied by the filing fee. Any protesting party did not truly submit a bid may not protest a recommended award through this procedure. Failure to submit a Notice of Intent to Protest within the time and manner prescribed by this policy shall constitute a waiver of the right to protest by any protesting party
- (d) *Filing Fee.* As a condition of filing a bid protest, the protesting party shall submit a non-refundable filing fee for the purpose of defraying the costs of administering the protest. The filing fee shall be submitted with the Notice of Intent to Protest. Failure to pay the filing fee shall result in the immediate denial of the protest. The amount of the filing fee shall be \$500.00.
- (e) *Contents of Notice of Intent to Intent to Protest.* The Notice of Intent to Protest shall contain, but not be limited to the following information:
 - (1) Solicitation number and title.
 - (2) Name and address of the protesting party as well as email address for service of documents related to the protest.
 - (3) Confirmation and evidence that the protesting party is an actual bidder, proposer, or contractor.
 - (4) A statement that the protesting party intends to protest the solicitation or recommended award.
- (f) *Statement of Protest and Demand for Relief.* In addition to the Notice of Intent to Protest, a protesting party must submit a “Statement of Protest and Demand for Relief” within 7 calendar days of the timely submission of a Notice of Intent to Protest. The Statement of Protest and Demand for Relief shall contain, but not be limited to the following information:
 - (1) Solicitation number and title.
 - (2) Name and address of the protesting party as well as email address for service of documents related to the protest.
 - (3) A statement of disputed issues of material fact. If there are no disputed material

facts, the Notice of Protest must so indicate.

(4) A concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, and constitutional provisions entitling the protesting party to relief.

(5) The protesting party's demand for relief.

(6) Such other information as the protesting party deems to be material to the issue.

A Statement of Protest and Demand for Relief shall contain all of the information required for the Mayor to render a decision.

- (g) *Service of Documents.* All documents shall be deemed served on the protesting party if sent to the email provided in the Notice of Intent to Protest. All documents shall be deemed served on the City if sent to the City Clerk at dsmallwood@cityofeverglades.org.
- (i) *Decision by City Council.* The City Council shall review the Notice of Intent to Protest and the Statement of Protest and Demand for Relief and hold a quasi-judicial hearing on the bid protest and then issue a decision stating the reasons for the decision.
- (j) *Stay of procurements during protest.* In the event of a timely protest and provided the filing fee has been paid, the Mayor shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Mayor makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the city.
- (k) *Protest Bond Requirement.* For all protests of awards, the protesting party shall post a "Protest Bond" equal to five (5%) of the proposed total cost by the party selected by the recommended award or \$5,000.00, whichever is greater. If the issue cannot be determined as a monetary amount, the Protest Bond amount will be set by the Mayor. The Protest Bond shall be payable to the City. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the bid protest and in any subsequent appellate court proceeding. In lieu of a bond, the City may, in either case, accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the bid protest process and any appellate court proceedings, the City prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the protestor, the bond, cashier's check, official bank check, or money order shall be returned to the protestor.
- (l) *Authority of the Mayor to settle bid protests.* The Mayor is authorized to settle any protest regarding the solicitation or award of a city contract, prior to a quasi-judicial hearing before the City Council or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest for consideration equal to or greater than \$50,000.00 in value without the prior approval of the City Council.

4.2. - Contract claims.

- (a) *Decision of the Mayor.* All claims by a contractor against the city relating to a contract, except bid protests, shall be submitted in writing to the Mayor for a decision. The contractor may request a conference with the Mayor on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or decision.
- (b) *Notice to the contractor of the Mayor's decision.* The decision of the Mayor shall be promptly issued in writing and shall immediately be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his/her appeal rights under subsection (c) of this section.
- (c) *Mayor's decision; contractor's right to appeal.* The Mayor's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a written notice of appeal with the city council challenging the decision.

4.3. - Remedies for solicitation or awards in violation of law.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals the Mayor determines that a solicitation is in violation of federal, state or municipal law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- (b) *Prior to award.* If after the bid opening or the closing date for receipt of proposals, but prior to the award of a contract, the Mayor, after consultation with the city attorney, determines that a solicitation or the proposed award of a contract is in violation of a federal, state or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- (c) *After award.* If, after an award, the Mayor, after consultation with the city attorney, determines that a solicitation of award of a contract was in violation of an applicable law or ordinance, then:
 - (1) If the person awarded the contract has not acted fraudulently or in bad faith:
 - a. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the city; or
 - b. The contract may be terminated and the person awarded the contract shall be limited to compensation for the actual costs reasonably incurred under the contract, but excluding attorney's fees, prior to the termination; or
 - (2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void, if such action is in the best interest of the city, and the person awarded the contract is entitled to no compensation.

Article 5. - INTERGOVERNMENTAL RELATIONS AND COOPERATIVE PURCHASING

5.1. - Cooperative purchasing authorized.

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF EVERGLADES CITY, FLORIDA, AMENDING ITS GENERAL PROCUREMENT POLICY FOR THE CITY OF EVERGLADES CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Everglades City adopted a general procurement policy for the City of Everglades City on December 1, 2020;

WHEREAS, the City of Everglades City now desires to amend article 4 of its general procurement policy to provide greater specificity in its bid protest procedures.

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

SECTION 1. The above recitals are true, correct, and incorporated by reference as if set forth fully herein.

SECTION 2. The City Council hereby adopts and the amended and restated general procurement policy for the City of Everglades City, as its amended procurement policy, a true and accurate copy of which is attached as Exhibit A.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EVERGLADES CITY, FLORIDA, THIS JANUARY 25, 2022.

Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Councilperson

APPROVED AS TO LEGAL FORM:

City Attorney

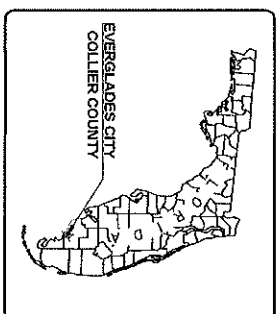
ATTEST:

Dottie Joiner, City Clerk

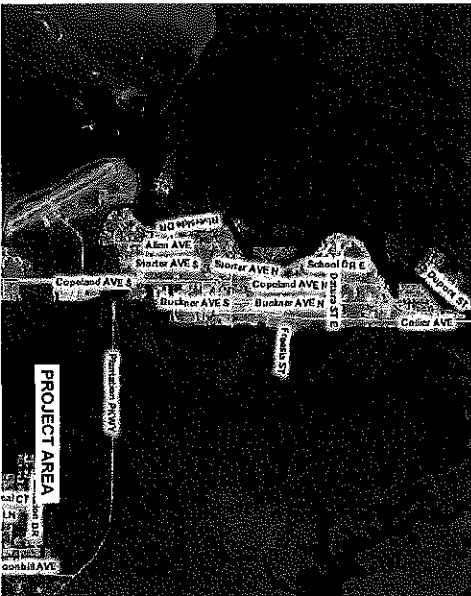
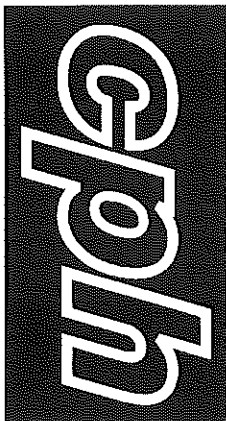


AT
401 COPELAND AVE

LYING IN
SECTION 14, TOWNSHIP 53 S, RANGE 29 E
COLLIER COUNTY, FLORIDA



LOCATION MAP
N.T.S.



Always call 811 two full business days before you dig to have underground utilities located and marked.

811
Sunshine811.com

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COVER SHEET

**EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL**

THIS DOES NOT VALID FOR
CONSTRUCTION WITHOUT
COMPLETING OF PLANS.

Sheet N
G.1

[illegible]

PROJECT ENGINEER / CIVIL



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KYLE MICHAEL BECHTELHEIMER ON THE DATE 01/15/2017. ANY ATTEMPT TO REPRODUCE THIS DOCUMENT WITHOUT THE SIGNATURE AND SEAL OF THE ENGINEER SHALL BE CONSIDERED UNLAWFUL. THE SIGNATURE MUST BE CERTIFIED ON ANY ELECTRONIC COPIES.

KYLE MICHAEL BECHTELHEIMER, P.E.
FLORIDA REG. # 88873
CPH, INC.
1982 SW 1ST STREET
MIAMI, FL 33135
ENGINEER C.O.A. # 3215

THE ABOVE PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

CONSTRUCTION PLANS
SHEET NO. 1-102
GENERAL SHEETS
PROCESS / MECHANICAL

STRUCTURAL



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE MIGUEL ORTIZ ON THE DATE 01/15/2017. ANY ATTEMPT TO REPRODUCE THIS DOCUMENT WITHOUT THE SIGNATURE AND SEAL OF THE ENGINEER SHALL BE CONSIDERED UNLAWFUL. THE SIGNATURE MUST BE CERTIFIED ON ANY ELECTRONIC COPIES.

JOSE MIGUEL ORTIZ
FLORIDA REG. # 87820
DATE
CPH, INC.
500 WEST FLORIAN STREET
SAFORD, FL 32771
ENGINEER C.O.A. # 3215

THE ABOVE PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

CONSTRUCTION PLANS
SHEET NO. 1-102
STRUCTURAL PLANS

PROJECT ENGINEER / CIVIL



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WILLARD C. HOANSHELT ON THE DATE 01/15/2017. ANY ATTEMPT TO REPRODUCE THIS DOCUMENT WITHOUT THE SIGNATURE AND SEAL OF THE ENGINEER SHALL BE CONSIDERED UNLAWFUL. THE SIGNATURE MUST BE CERTIFIED ON ANY ELECTRONIC COPIES.

WILLARD C. HOANSHELT, P.E.
FLORIDA REG. # 42583
ENR
5742 RIVERBEND RD.
GROVELAND, FL 34778
ENGINEER C.O.A. # 6160

THE ABOVE PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

CONSTRUCTION PLANS
SHEET NO. 1-102
ELECTRICAL SHEETS
MECHANICAL SHEETS

PROJECT CERTIFICATION
EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL

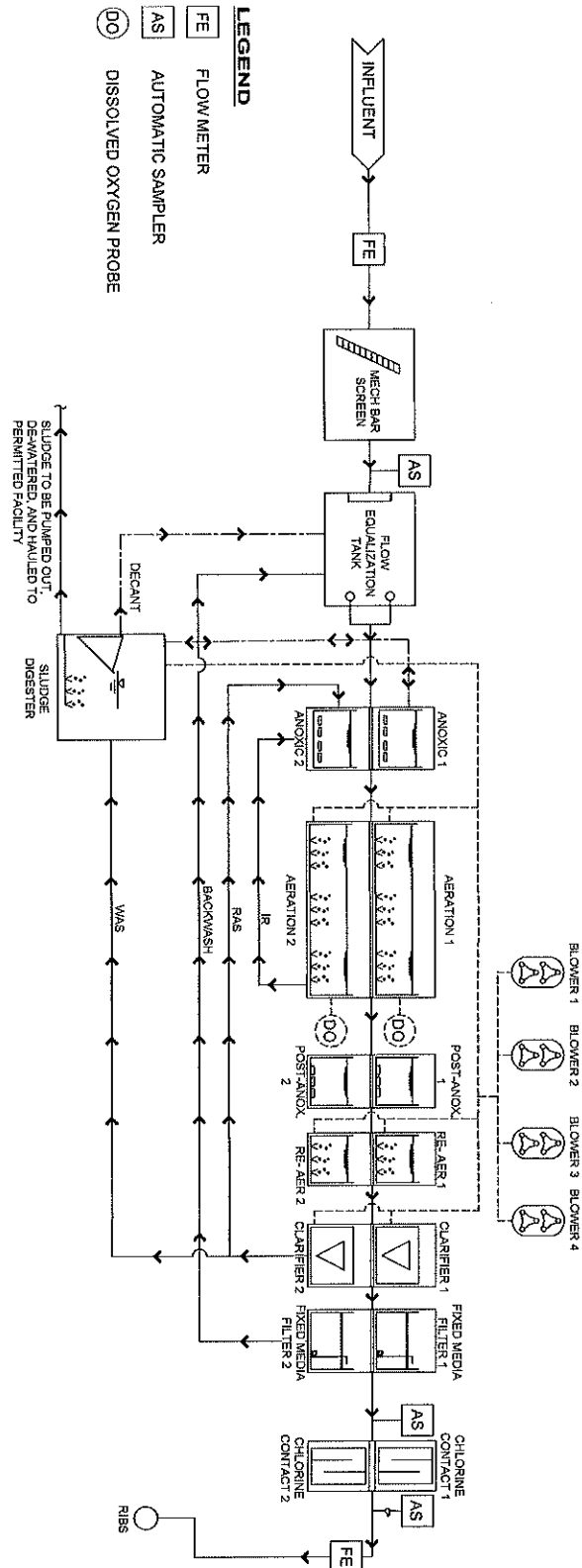
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P.E., License No. 88873
CPH, Inc.
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Miami, FL 33135
Address: 1982 SW 1st Street
Miami, FL 33135

No.	Date	Revision
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Drawn: J.A.B.
Checked: J.A.B.
Date: 01/15/2017
Job No.: 8873
Title: CIVIL
Scale: 1/8" = 1'-0"



- LEGEND**
- FE FLOW METER
 - AS AUTOMATIC SAMPLER
 - DO DISSOLVED OXYGEN PROBE

Operation/Process	Quantity	Tank Dimensions (LxWxH)	Effective Volume (gal)	AADF Capacity per Train (MGD)	Capacity Peak (gpm)
Mech. Bar Screen	1	---	---	0.16	326
Flow EQ	1	20' x 36.83' x 14.67'	58,000	0.16	277.8
Sludge Digester	2	10' x 18' x 14.67'	31,500	---	---
Anoxic	2	12.5' x 18' x 14.67'	40,000	---	---
Aeration	2	37.5' x 18' x 14.67'	121,000	---	---
Post Anoxic	2	15' x 7.12' x 14.67'	19,280	0.08	138.9
Re-Aeration	2	9.17' x 7.12' x 14.67'	11,800	---	---
Clarifier	2	25' x 10' x 14.67'	44,880	---	---
Media Filter	2	---	---	---	---
Chlorine Contact	2	6' x 4.5' x 11'	2,800	0.20	138.9
RIB	2	---	---	---	---

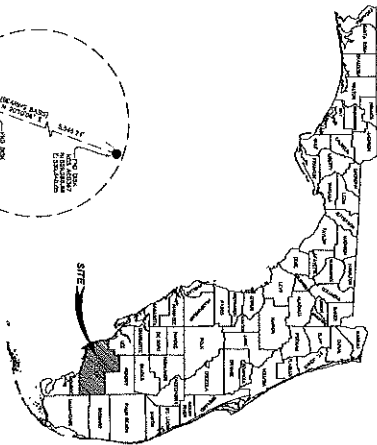
PROCESS FLOW DIAGRAM

EVERGLADES CITY RWPF REPLACEMENT

COLLIER COUNTY, FL

401 COPELAND AVENUE
EVERGLADES CITY
LYING IN

Legal Description: (PER OFFICIAL RECORD BOOK 2011, PAGES 1404 THROUGH 1405)
ALL OF TRACT 1, LINGUE WEST OF CANAL, AND LAND SLABED LESS THE NORTH 400 FEET THEREOF, TOWN OF EVERGLADES
RECORDED IN PLAT BOOK 1, PAGE 17, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA,
TOGETHER WITH THE SMOKE CIGARETTE COMPANY TRACT, TOWN OF EVERGLADES, COLLIER COUNTY, FLORIDA,
CORRECTED DEED RECORDED.



Stole Piano Bearing Bars Detail

Abbrevidiation Legend:

[illegible]

Line Legend

[illegible]

Reference Material

1) TOWN OF EVERGLADES, AS RECORDED IN PLAT BOOK 1, PAGE 67 THROUGH 95 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Symbol Legend

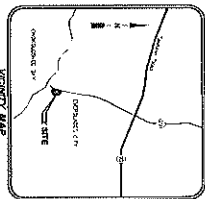
[illegible]

Sign Legend:

[illegible]

Survey Notes:

1. COPIES OF THE SURVEY ARE NOT AVAILABLE WITHOUT THE SPECIAL PERMISSION AND SIGNATURE OF A RESEARCHER.
2. RESEARCHERS ARE NOT ALLOWED TO REPRODUCE OR TRANSMIT ANY INFORMATION FROM THE SURVEY WITHOUT THE SPECIAL PERMISSION AND SIGNATURE OF A RESEARCHER.
3. RESEARCHERS ARE NOT ALLOWED TO REPRODUCE OR TRANSMIT ANY INFORMATION FROM THE SURVEY WITHOUT THE SPECIAL PERMISSION AND SIGNATURE OF A RESEARCHER.



Surveyor's Certification:

I hereby certify that the attached "Boundary and Topographic Survey" of the heretofore-described property is true and correct to the best of my knowledge, information and belief as warranted by the field on December 15, 2020. I further certify that this "Boundary and Topographic Survey" meets the standards of precision and form in Rule Chapter 3A-17 of the Florida Administrative Code, pursuant to FS 472.002.

For the fifth day _____

Sheet No.
V0.1

Sheet No. **VO.1**

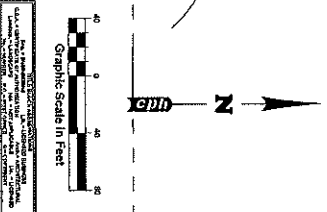
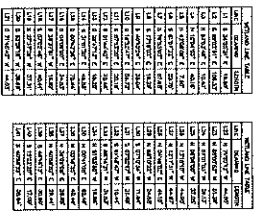
BOUNDARY & TOPOGRAPHIC SURVEY

EVERGLADES CITY WASTEWATER TREATMENT PLANT

401 COPLAND AVENUE
SECTION 11-TOWNSHIP 33 SOUTH-RANGE 29 EAST

VO.1

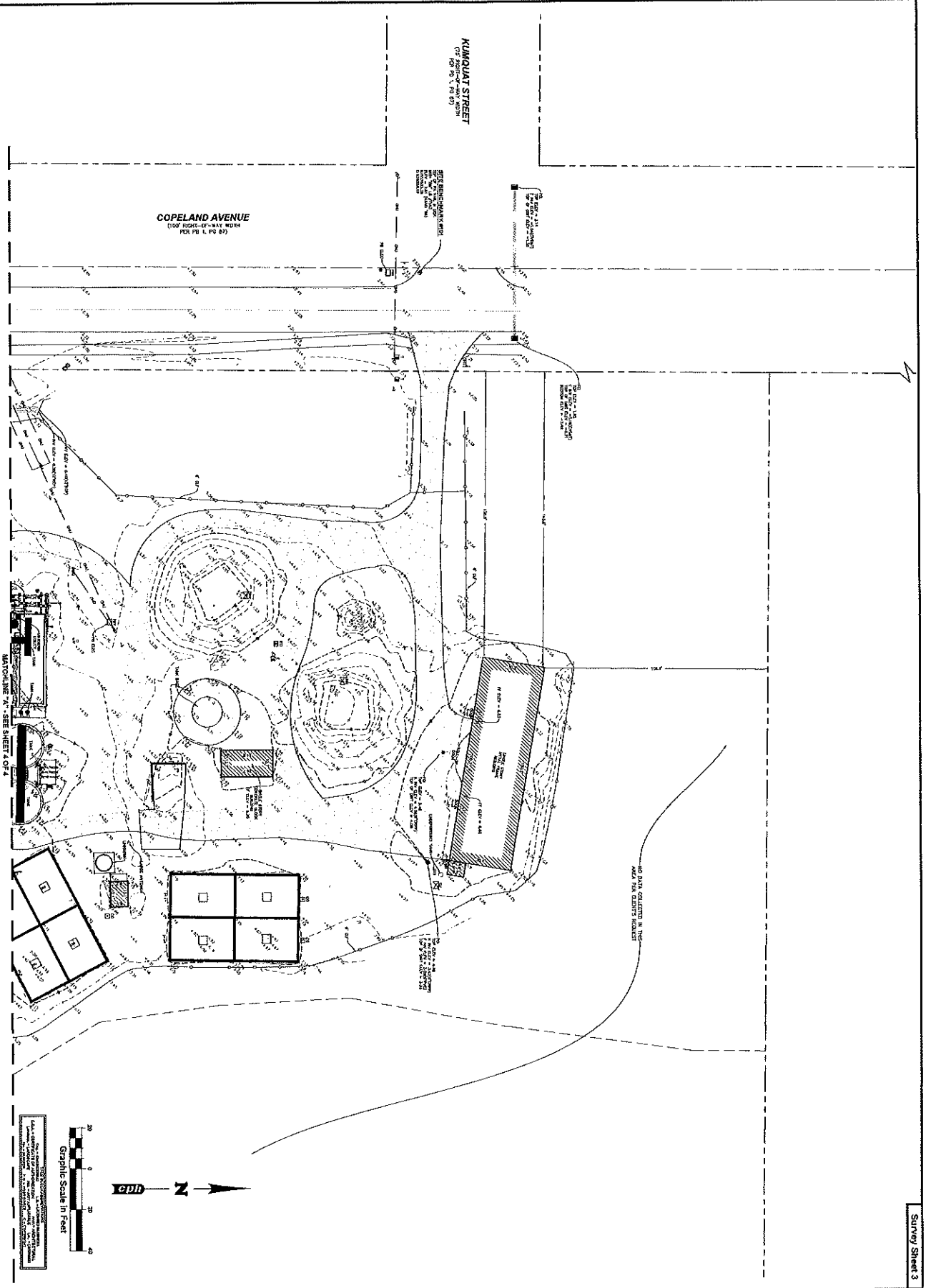
VO.1



No.	Date	Revision	By
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BOUNDARY & TOPOGRAPHIC SURVEY
EVERGLADES CITY WASTEWATER TREATMENT PLANT
401 COPELAND AVENUE
SECTION 14-TOWNSHIP 22 SOUTH-RANGE 29 EAST
COLLIER COUNTY, FLORIDA

Sheet No.
V1.2



MATCHLINE "X" - SEE SHEET 3 OF 4

STATION 1+00.00
STATION 1+00.00
STATION 1+00.00

COPELAND AVENUE
(100' RIGHT-OF-WAY NORTH
PER PG 1, PD 67)

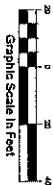
LANTANA STREET
(25' RIGHT-OF-WAY NORTH
PER PG 1, PD 67)

LANTANA STREET
(25' RIGHT-OF-WAY NORTH
PER PG 1, PD 67)

NO DATA COLLECTED IN THIS
AREA PER CLIENT'S REQUEST

- 1. ALL DIMENSIONS ARE IN FEET.
- 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
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By

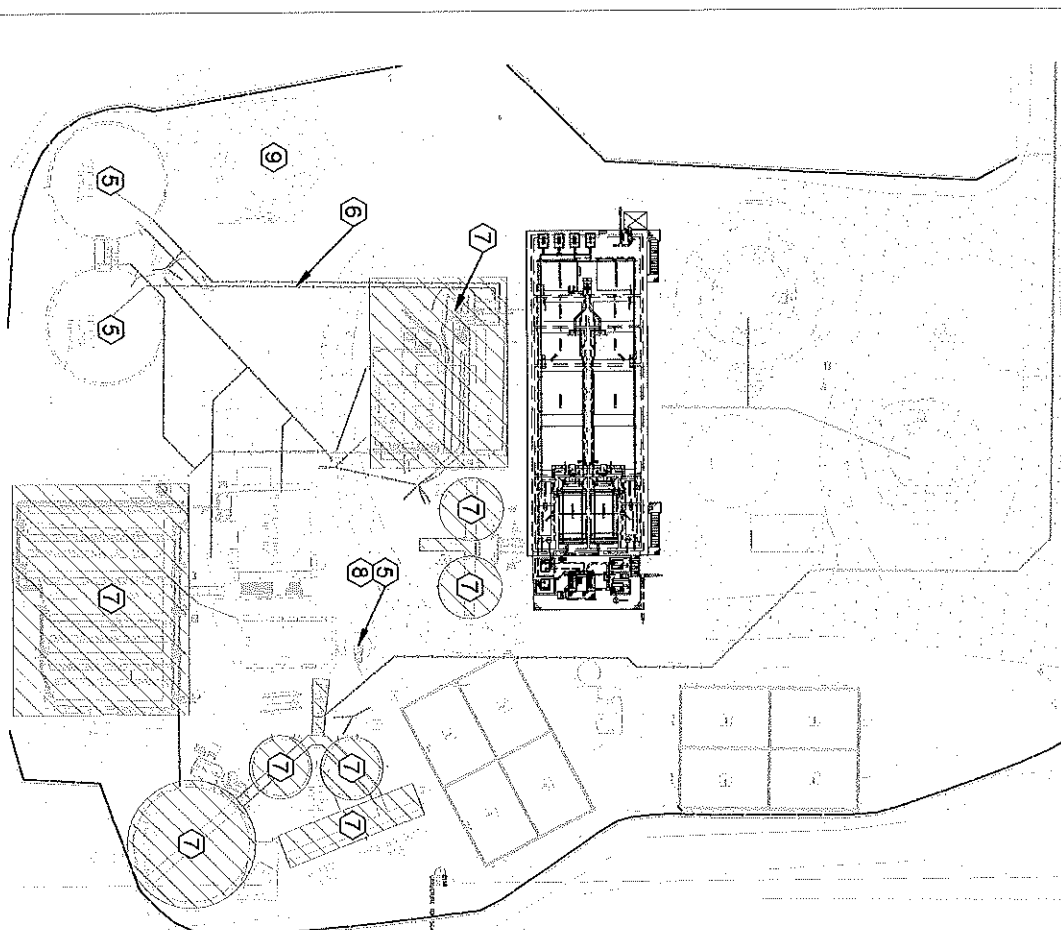
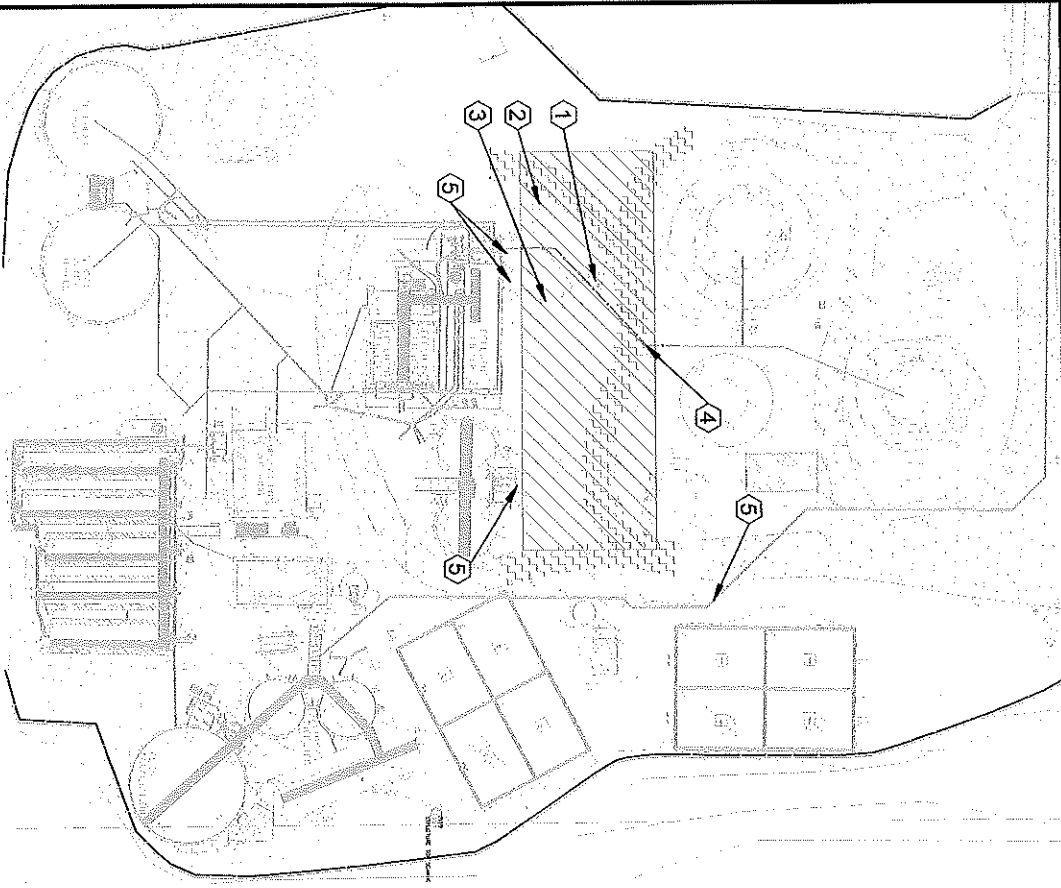
Revision

No. Date

Paul Cooper, L.L.D.
Daniel J. R. R. R.
Approved By: T. R. R.
Date: 1/1/2020

BOUNDARY & TOPOGRAPHIC SURVEY
EVERGLADES CITY WASTEWATER TREATMENT PLANT
SECTION 11, TOWNSHIP 53 SOUTH, RANGE 22 EAST
COLLIER COUNTY, FLORIDA

Sheet No.
V1.3

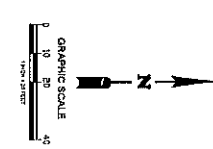


KEYNOTES LEGEND

- ① DEMO EXISTING POWER POLE AND ELEC. PULLBOX
- ② DEMO EXISTING LIGHT POLE
- ③ CAP AND ABANDON EXISTING. MONITORING WELL
- ④ CUT/CAP AND DEMO APPROX. 70 LF 6" RIB FEED PIPE
- ⑤ PROTECT EXISTING DURING CONSTRUCTION
- ⑥ DEMO ALL EXISTING YARD PIPING
- ⑦ DEMO ALL PREVIOUS WASTEWATER TREATMENT PLAN COMPONENTS
- ⑧ DEMO INTERIOR WETWELL COMPONENTS AND CLEAN WET-CELL
- ⑨ CUT/DEMO EXISTING DIRT PILE

LEGEND

- LIMITS OF GENERAL DEMOLITION
- SIDEWALK DEMO
- DEMO YARD PIPE



DEMOLITION PLAN

EVERGLADES CITY RWPF REPLACEMENT

COLLIER COUNTY, FL

Sheet No.

C.1

THIS PROJECT WILL BE COMPLETED BY THE DATE OF THE PROJECT.

DATE: 07/20/2021

DESIGNED BY: J.A. GIBSON

CHECKED BY: J.A. GIBSON

DATE: 07/20/2021

REVISIONS

No.	Date	Revision

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Atlanta, GA 30334

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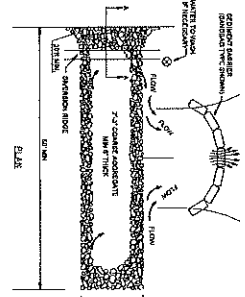
NO. 6873

STATE OF FLORIDA

REGISTERED PROFESSIONAL ENGINEER

EXPIRATION DATE: 12/31/2023

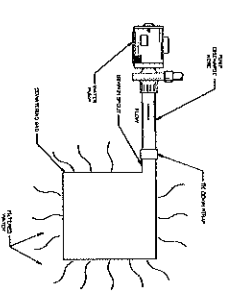
DATE: 07/20/2021



TEMPORARY CONSTRUCTION EXIT DETAIL

1. THE EXIT SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN. THE EXIT SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN.

2. THE EXIT SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN. THE EXIT SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN.

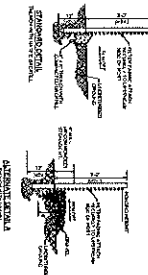
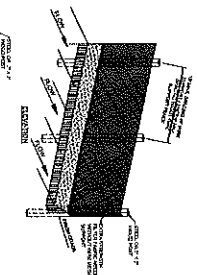


DEMATERING BAG DETAIL

1. THE DEMATERING BAG SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN. THE DEMATERING BAG SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN.

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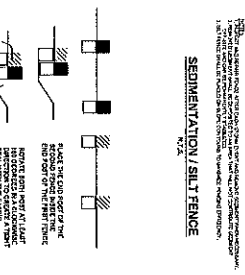
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SEGMENTATION SILT FENCE

1. THE SEGMENTATION SILT FENCE SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN. THE SEGMENTATION SILT FENCE SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN.

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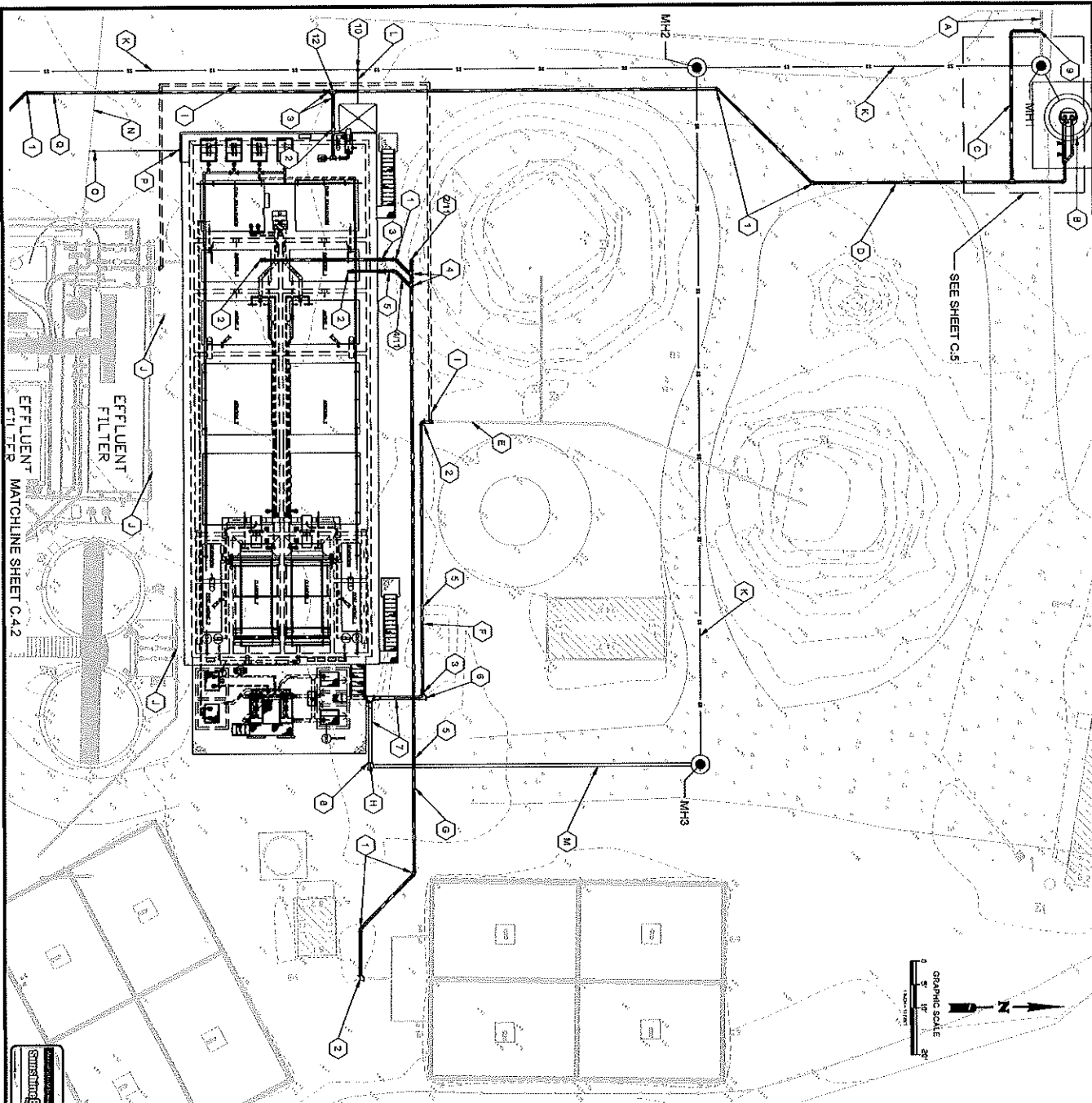


ATTACHING TWO SILT FENCES

1. THE ATTACHING TWO SILT FENCES SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN. THE ATTACHING TWO SILT FENCES SHALL BE CONSTRUCTED IN A MANNER THAT WILL MAINTAIN THE EXISTING GRADE AND DRAINAGE PATTERN.

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YARD PIPING SCHEDULE

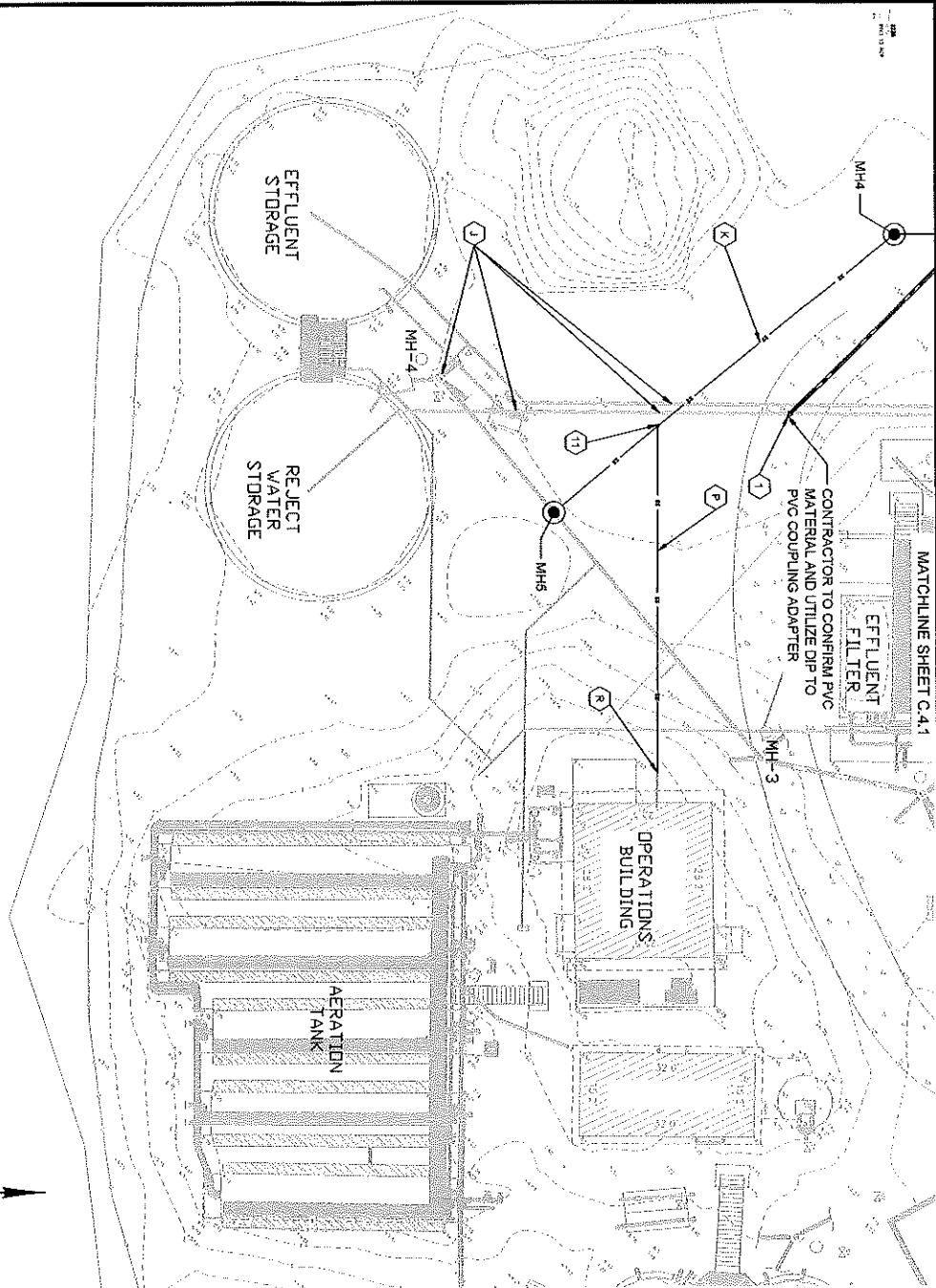
A	EXISTING 8" INFLUENT FM
B	PROP. LIFT STATION
C	6" DIP LIFT STATION BY-PASS
D	6" DIP INFLUENT FORCEMAIN TO EQ BASIN
E	EXISTING 6" GRAVITY TO RIBS
F	8" DIP EFFLUENT TO RIBS
G	6" DIP DIGESTER DRAIN TO DRYING BEDS
H	8" DIP EFFLUENT REJECT (BLIND FLANGE FOR FUTURE)
I	6" DIP TEMP BY-PASS PIPING
J	PROTECT EXISTING UTILITIES DURING CONSTRUCTION
K	8" SDR 26 PVC GRAVITY @ 0.4% MIN SLOPE
L	6" PVC DUMPSTER DRAIN @ 1% MIN. SLOPE
M	8" DIP REJECT TO LIFT STATION
N	EXIST. WM, ASSUMED 4"
O	TAP EXISTING POT. WATER MAIN W/ 1" TAPPING SADDLE, 1" METER BOX, AND 1" POLY POTABLE SERVICE LINE TO WWTP HOSEBIBS
P	1" RPZ BFP
Q	6" DIP TO EXISTING GST

FITTING SCHEDULE

1	6" DI 45 BEND	8	8" BF
2	6" DI 90 BEND	9	6" STAINLESS STEEL TAPPING SLEEVE AND TAP VALVE W/ 6" PLUG VALVE
3	6" PLUG VALVE	10	6" PVC WYE CONNECTION AND 6" PVC C.O.
4	6" DI WYE	11	6" DI C.O.
5	6" DIP	12	6" DI TEE
6	8" X 6" TEE W/ 8" BF (NORTH)		
7	8" DIP		

GENERAL NOTES

- CONTRACTOR TO SUBMIT TEMPORARY BY-PASS PLAN TO EOR FOR APPROVAL PRIOR TO START OF CONSTRUCTION. BY-PASS PLAN SHALL ENSURE PLANT FLOW REMAINS FUNCTIONAL THROUGHOUT LIFE OF PROJECT.
- CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES AND POINTS OF CONNECTION TO EXISTING PIPING PRIOR TO START OF CONSTRUCTION TO ENSURE NO DAMAGE OR SHUTDOWN OF EXISTING PLANT OPERATIONS IS REQUIRED DURING CONSTRUCTION.
- CONTRACTOR TO UTILIZE 8" TEMP. LINE STOP FOR CONNECTION TO EXISTING INFLUENT FORCEMAIN



YARD PIPING SCHEDULE

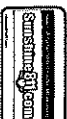
- PROTECT EXISTING UTILITIES DURING CONSTRUCTION
- 8" SDR 26 PVC GRAVITY @ 0.4% MIN SLOPE
- 4" PVC SEWER LATERAL @ 1% MIN SLOPE
- CONNECT TO EXIST. 2-WAY PVC C.O.

FITTING SCHEDULE

- 6" DI 45 BEND
- 6" X 4" PVC WYE CONNECTION AND 4" PVC C.O.

MANHOLE SCHEDULE

MH	1	2	3	4	5
RIM	2.45	3.50	4.35	3.50	4.30
INVERT(S)	W: -0.55 N: -1.73	W: 0.25 N: -1.03	SW: -0.53		
	S: -2.01 E: -0.33	S: 0.35 SE: -0.93	SW: -0.53		
	NE: -2.11	S: -1.63			

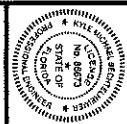


Sheet No.
C.4.2

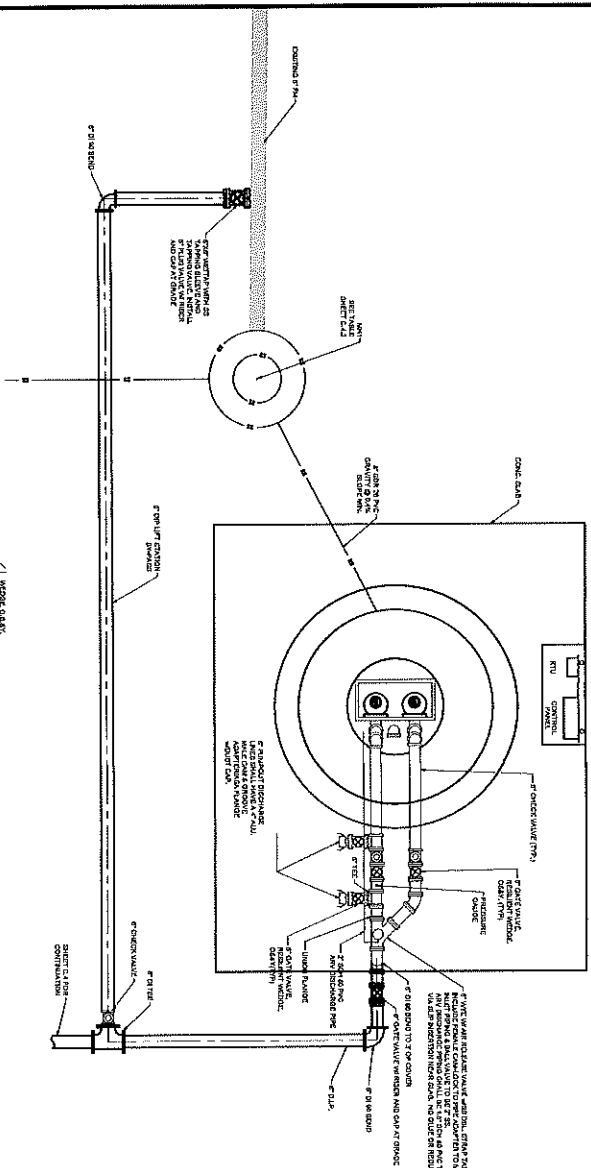
SITE YARD PIPING PLAN
EVERGLADES CITY RWPF REPLACEMENT
COLLIER COUNTY, FL

Drawn: V.A.
Checked: S.A.S.
Job No.: 18721
Date: 01/20/21

No.	Date	Revision

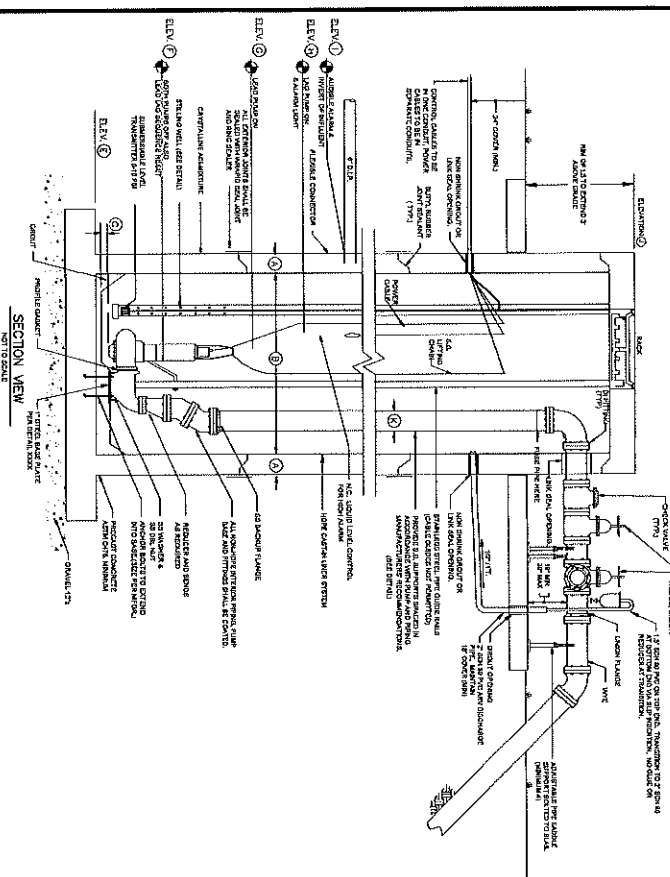


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- LIFT STATION GENERAL NOTES**
1. WET WELL SHALL BE LINED WITH "ARGU SURE GRIP" CONCRETE PROTECTIVE LINER OR APPROVED EQUAL.
 2. PUMP LIFTING DEVICE SHALL BE 304 SS LIFTING CABLE.
 3. THERE WILL BE NO ELECTRICAL JUNCTION BOXES OR VALVE VAULT.
 4. CHECK VALVES SHALL BE OUTSIDE WEIGHT AND LEVEL.
 5. WETWELL AND VAULT COVERS SHALL BE ALUMINUM W/ 304 SS HARDWARE AS RECOMMENDED AND REQUIRED BY PUMP MANUFACTURER (TRAFFIC RATED), AND PROVIDED WITH RECESSED LOCKS.
 6. ACCESS HATCH DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE PUMPING EQUIPMENT, PIPING, AND CONCRETE STRUCTURES TO ENSURE ADEQUATE ACCESS OPENINGS FOR INSTALLATION, OPERATION AND MAINTENANCE OF ALL EQUIPMENT.
 7. PANEL SHALL INCLUDE EMERGENCY GENERATOR RECEPTACLE.

PUMP DATA AND DESIGN CHARACTERISTICS	
NUMBER OF PUMPS	2
DESIGN CAPACITY PER PUMP, G.P.M.	300
TOTAL DYNAMIC HEAD, FT.	28
MIN. EFF. AT DESIGN CAPACITY, %	80



MARK	DIMENSIONS	DESCRIPTION	COMMENTS
DIM(A)	12"	WETWELL WALL THICKNESS	8" MINIMUM
DIM(B)	10'	WETWELL DIAMETER	8" MINIMUM
DIM(C)		PER PUMP SUBMITTAL DATA	
DIM(D)		SEE TOP SLAB DETAIL	
DIM(E)	-8.58	ELEVATION	BOTTOM OF WETWELL
DIM(F)	-7.18	ELEVATION	PUMPS OFF
DIM(G)	-2.75	ELEVATION	LEAD PUMP ON
DIM(H)	-1.75	ELEVATION	LAG PUMP ON
DIM(I)	-1.50	ELEVATION	AUDIBLE ALARM & INVERT
DIM(J)	6.00	ELEVATION	TOP OF SLAB
DIM(K)	6 INCH	HOPE DR-11 DIAMETER	DISCHARGE
DIM(L)	15.58'	EQUAL TO DEPTH OF WETWELL	

INFLUENT LIFT STATION

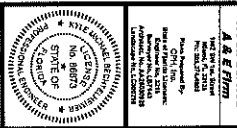
EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL

Sheet No.

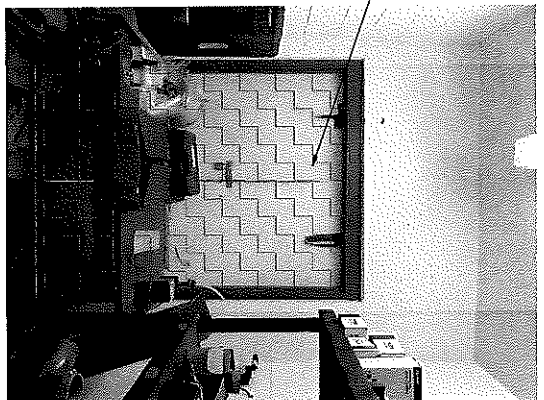
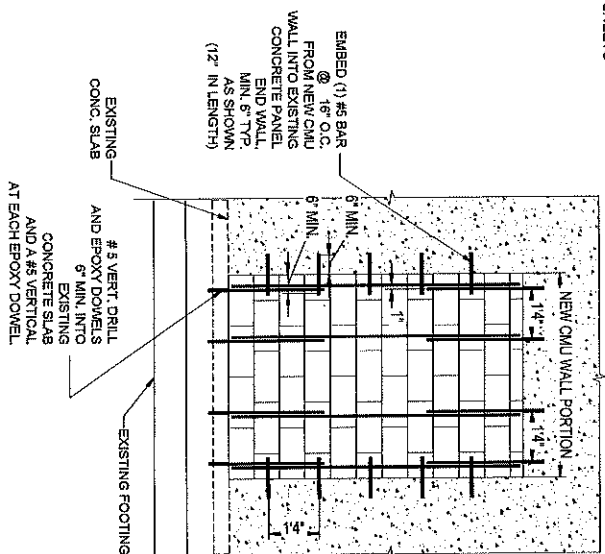
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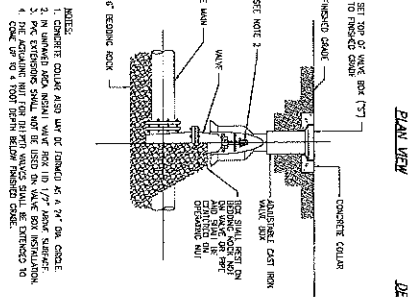
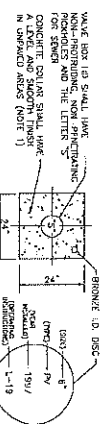
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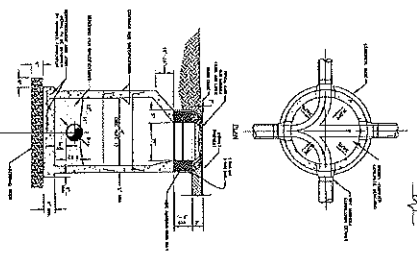
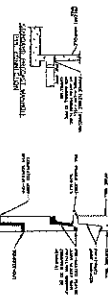


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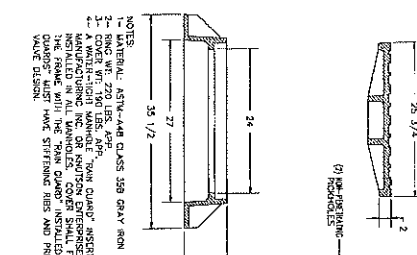




NOTES:
1. CONCRETE CURB AND WALK ARE FINISHED IN A 1" DIA. CIRCLE.
2. IN CURB AND WALK ARE FINISHED IN A 1" DIA. CIRCLE.
3. THE VALVE SHALL BE SET IN THE CURB AND WALK.
4. THE VALVE SHALL BE SET IN THE CURB AND WALK.
5. THE VALVE SHALL BE SET IN THE CURB AND WALK.



NOTES:
1. MATERIAL: ASTM-A48 CLASS 55B GRAY IRON.
2. COVER: 24" DIA. x 4" THICK.
3. FRAME: 24" DIA. x 4" THICK.
4. A WATER-TIGHT MANHOLE FRAME SHALL BE INSTALLED IN ALL MANHOLES.
5. THE FRAME WITH THE TIGHT GASKET SHALL BE INSTALLED WITH THE FRAME WITH THE TIGHT GASKET.



NOTES:
1. MATERIAL: ASTM-A48 CLASS 55B GRAY IRON.
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SCALE	DATE	REVISION	DESCRIPTION
1/8" = 1'-0"	8/12		PLUG VALVE
1/8" = 1'-0"	8/12		SD 1

SCALE	DATE	REVISION	DESCRIPTION
1/8" = 1'-0"	8/12		STANDARD PRECAST CONCRETE MANHOLE
1/8" = 1'-0"	8/12		SD 5

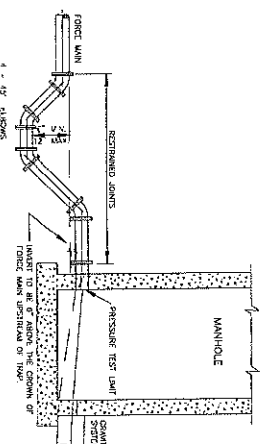
SCALE	DATE	REVISION	DESCRIPTION
1/8" = 1'-0"	8/12		STANDARD GRAVITY MANHOLE
1/8" = 1'-0"	8/12		SD 9

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Retained Water (2)	Water Main 3 ft. minimum	Water Main 12 inches to the minimum, except for storm sewer, then 6 inches to the minimum and 12 inches is preferred	Water Main Alternate 3 ft. minimum
Vacuum Sanitary Sewer	Water Main 10 ft. preferred 6 ft. minimum	Water Main 12 inches preferred 6 inches minimum	Water Main Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Force Main, Retained Water (4)	Water Main 10 ft. preferred 6 ft. minimum (3)	Water Main 12 inches is the minimum, except for gravity sewer and storm sewer, then 6 inches and 12 inches is preferred	Water Main Alternate 6 ft. minimum

On-site Sewer Treatment & Disposal System
(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Retained water regulated under Part III of Chapter 62-510, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is side at least 6 inches above the top of the gravity sanitary sewer.
(4) Retained water not regulated under Part III of Chapter 62-510, F.A.C.

Disclaimer - This document is provided for your reference only. Please refer to F.A.C. Rule 62-555.314 for additional and amended requirements.



NOTES:
1. FORCE MAIN TO ENTER MANHOLE AS CLOSE AS POSSIBLE TO THE TO CHIMNEY DUCT.
2. THE JOINT LEVEL OF FORCE MAIN AT POINT OF ENTRY SHALL BE AT LEAST 6" ABOVE INVERT OF MANHOLE.
3. SET TWO 45 DEGREE WEDGE JOINTS AT ELAVATION DROP IS.
4. WEDGE JOINTS SHALL BE 12" TO 18" FROM THE TOP OF THE MANHOLE.
5. REFER TO SPECIFICATIONS.

SCALE	DATE	REVISION	DESCRIPTION
1/8" = 1'-0"	8/12		FORCE MAIN ENTERING MANHOLE
1/8" = 1'-0"	8/12		SD 8

EVERGLADES CITY RWPF REPLACEMENT
COLLIER COUNTY, FL

CIVIL DETAILS

Sheet No. **C.7**

DATE: 8/12/2012
BY: [Signature]
CHECKED: [Signature]
DESIGNED: [Signature]
DRAWN: [Signature]
SCALE: AS SHOWN
JOB NO.: 12070
DATE REVISED: 8/12/2012

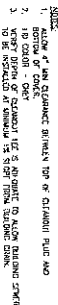
REVISIONS:

NO.	DATE	REVISION
1	8/12/2012	ISSUED FOR PERMIT

APPROVED FOR THE STATE OF FLORIDA:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BUREAU OF PUBLIC WORKS
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 8/12/2012

F.O. = Fitting Order	10°-45°		30°		45°	
	20°-45°	20°-45°	20°-45°	20°-45°	20°-45°	20°-45°
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1115	1115	1115	1115	1115	1115	1115

K.O. = FITTING ONE

FLORIDA KEYS AQUEDUCT AUTHORITY CONSTRUCTION DETAILS	
ROAD N.Y.S. DATE 9/12 REGION (ONLY FOR AREAS WHERE ENTIRE ROADWAY WILL NOT BE RECONSTRUCTED)	SD WW 25



① 6" CRUSHED LIME/ROCK BASE COURSE HAVING A MINIMUM 10% OF 100 PERCENT COMPACTED TO AT LEAST 98% OF THE

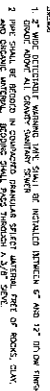
10" STABILIZED SUB-BASE FILLED WITH MINIMUM LBR OF 40 PERCENT PER DOT REQUIREMENTS FOR TYPE B OR C STABILIZED SUB-GRADE COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER MONTHLY TEST.

NOTE:
1. BASE MATERIAL SHALL BE EXTENDED A MINIMUM OF 1 FOOT BEYOND THE BACK OF CURB AND SUB-BASE SHALL BE EXTENDED 1 FOOT AND BEYOND THE BASE.

2. WHERE PAVING OVER AREAS OF UNSTABLE SOIL, CONTRACTOR SHALL OTHER REMOVE & REPLACE SOIL OR REFORCED ASPHALT WITH DEPOSED AGGREGATION, ACCORDINGLY.
3. REFER TO GEOTECHNICAL ENGINEERING REPORT BY UNIVERSAL ENGINEERING SCIENCES DATED MARCH 7, 2018 FOR PAYMENT DETAILS AND SPECIFICATIONS.

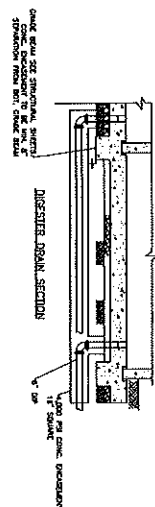
STANDARD DUTY
CONCRETE
RIGID
PAVEMENT

- CONCRETE**
RIGID
PAVEMENT



FLORIDA KEYS AQUEDUCT AUTHORITY CONSTRUCTION DETAILS	
ROAD N.Y.S. DATE 9/12 REGION (ONLY FOR AREAS WHERE ENTIRE ROADWAY WILL NOT BE RECONSTRUCTED)	SD WW 25

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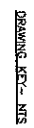


INFLUENT/EFFLUENT PARAMETERS

278 GPM PEAK HOURLY
220 MG/L BOD
220 MG/L SUSPENDED SOLIDS
50 MG/L TN
10 MG/L P

EFFLUENT

<5 MG/L BOD AVERAGE
<5 MG/L TSS
<3 MG/L TN
<1 MG/L P



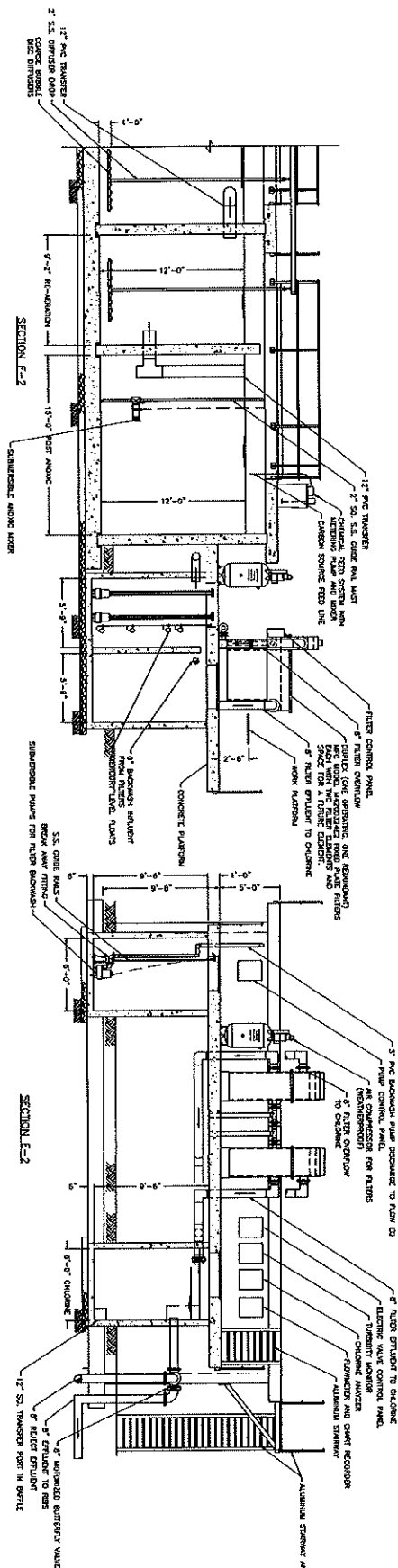
epi

www.cshcorp.com
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A & E Firm

1945 West 10th Avenue
Suite 100, Denver
CO 80202
Phone: 303.733.4444

Represented by:
Michael J. O'Connell
Eugene M. Smith
James J. O'Connell
Anthony M. Adamson
Christopher M. Conroy

State of Florida
Notary Public
No. 06670
State of
Florida
Commission Expires
12/31/2004



MACK INDUSTRIES, INC.

WWTP SECTIONS

EVERGLADES CITY RWP
REPLACEMENT
COLLIER COUNTY, FL

Sheet No.

M.3

[illegible]

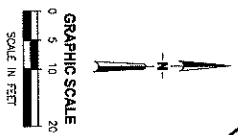
GOLD

GENERAL NOTES

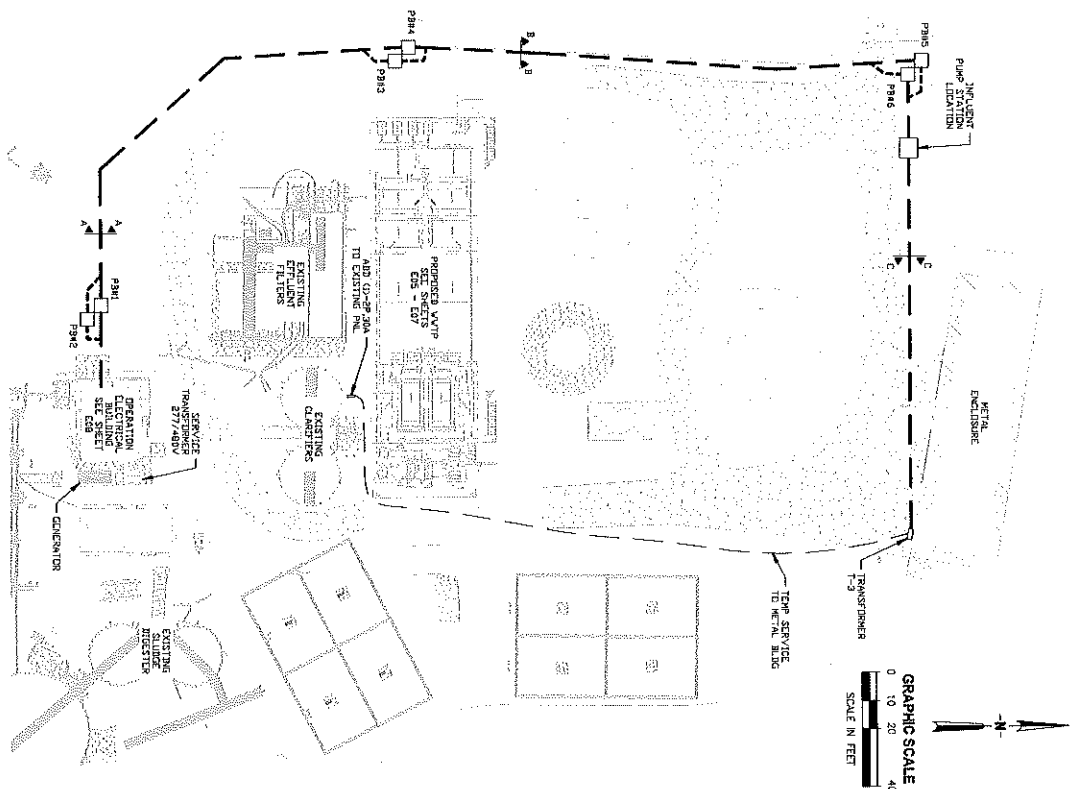
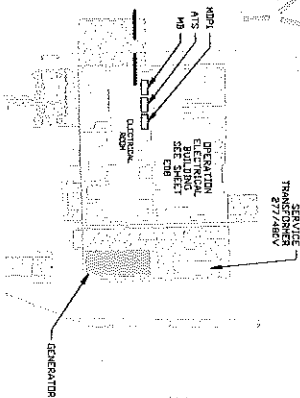
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EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL

Sheet No.
E01



PARTIAL SITE PLAN



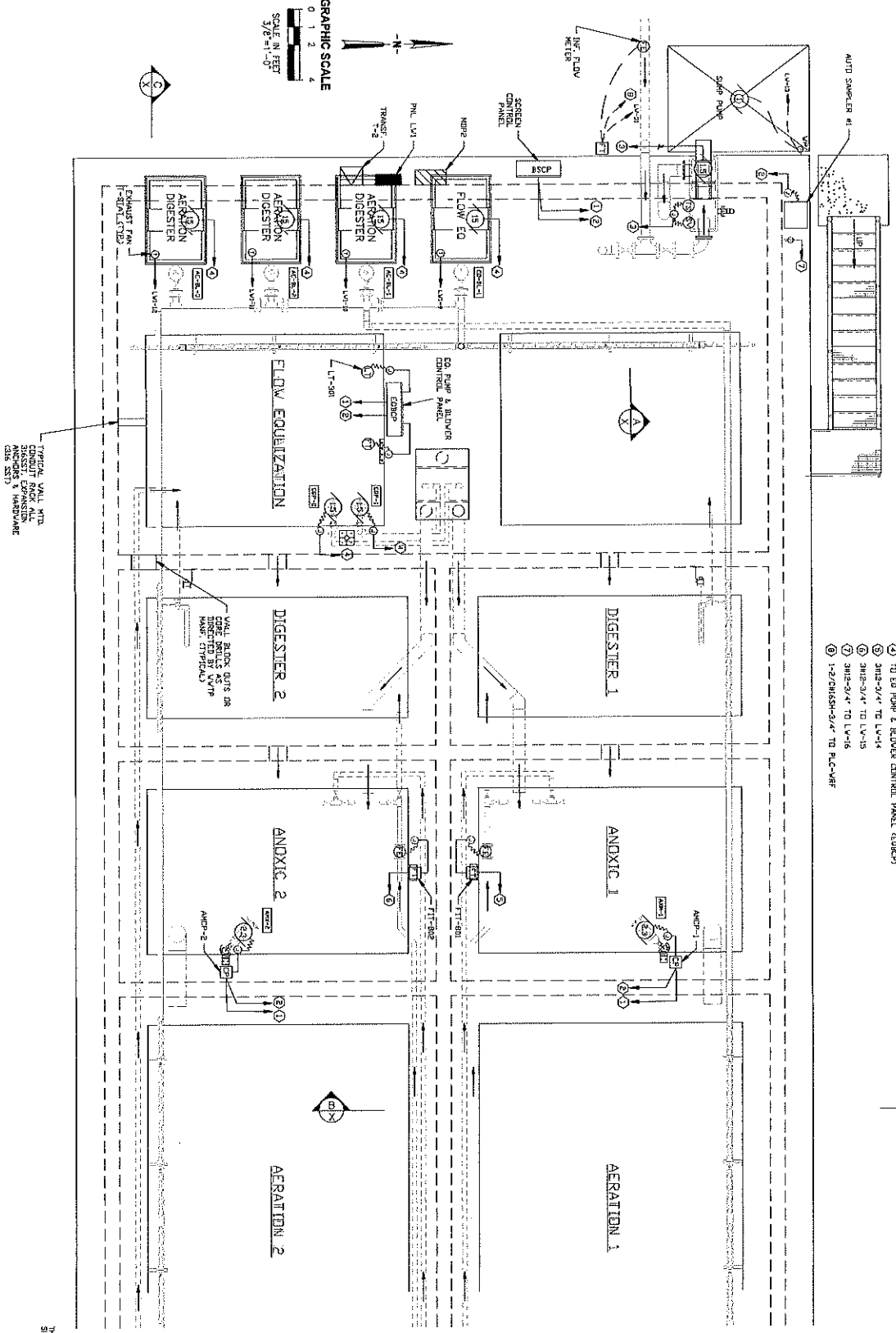
OVERALL SITE PLAN

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SHEET NOTES:

- ① TO WP2
- ② TO SCADA (SEE E10)
- ③ TO SCREEN CONTROL PANEL (SSCP)
- ④ TO EQ PUMP & BLOWER CONTROL PANEL (EQPCP)
- ⑤ 3/4" DIA TO LV-14
- ⑥ 3/4" DIA TO LV-15
- ⑦ 3/4" DIA TO LV-16
- ⑧ 1-2" CHMSH-3/4" TO PLC-WAF



THIS DOCUMENT HAS BEEN DRAFTLY
 SIGNED AND SEALED BY:
 ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 IN THE STATE OF FLORIDA
 NO. 45550
 DATE 03/18/2011

WEST END - INFLUENT

EVERGLADES CITY RWPF REPLACEMENT

COLLIER COUNTY, FL

EMU ENGINEERING & MANAGEMENT, INC.

11700 N.W. 11th Avenue, Suite 100
 Fort Lauderdale, FL 33304
 Phone: (954) 571-1170
 Fax: (954) 571-1171
 Email: info@emu-engineering.com
 Website: www.emu-engineering.com

gph

www.gph.com

ATM Services

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 Phone: (954) 571-1170
 Fax: (954) 571-1171
 Email: info@gph.com
 Website: www.gph.com

REVISIONS

No.	Date	Revision
1		

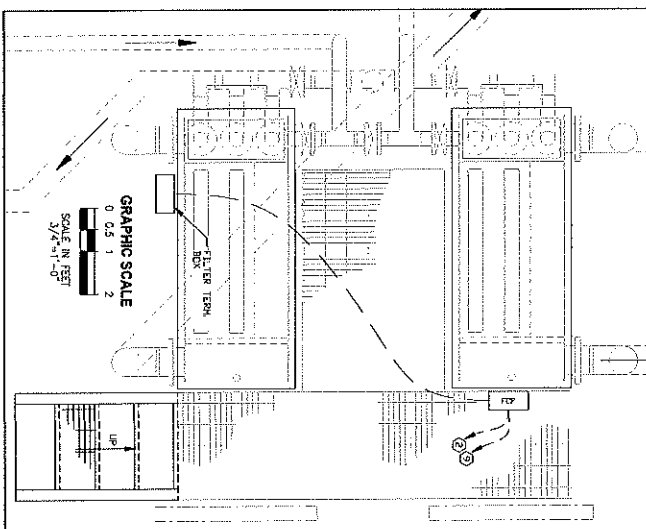
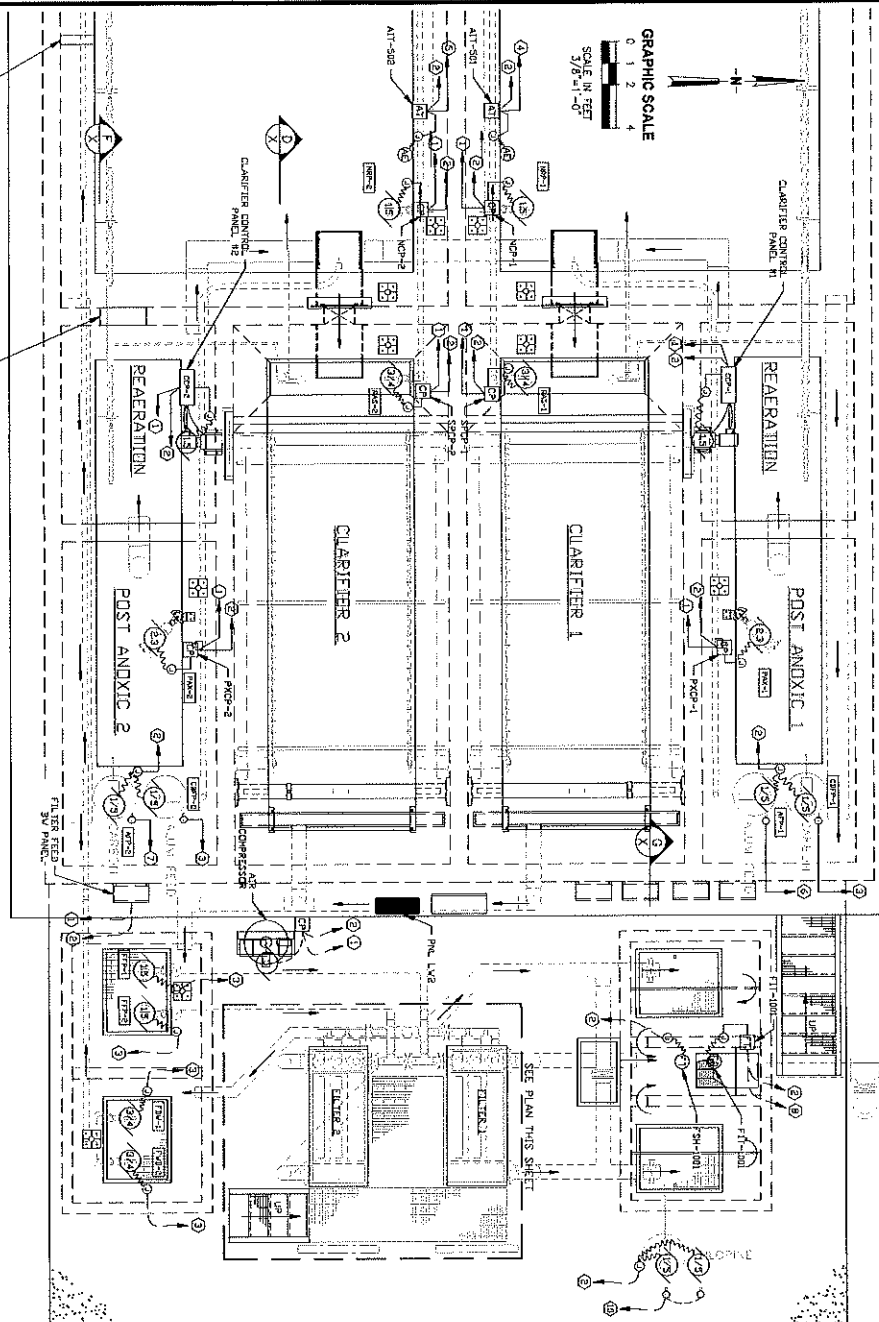
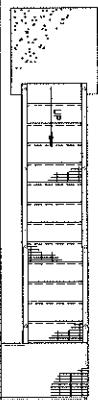
DESIGNER: G.A.B.

CHECKER: G.A.B.

DATE: 03/18/2011

SCALE: AS SHOWN

SHEET NO. E05



- SHEET INDEX**
- ① TO NIB2
 - ② TO SCADA, SSEE ESD
 - ③ TO FILTER BV CONTROL, PNL
 - ④ 3M2-3/4" TO LVP-10
 - ⑤ 3M2-3/4" TO LVP-11
 - ⑥ 3M2-3/4" TO LVP-12
 - ⑦ 3M2-3/4" TO LVP-13
 - ⑧ 3M2-3/4" TO LVP-14
 - ⑨ 3M2-3/4" TO LVP-15
 - ⑩ 3M2-3/4" TO LVP-20

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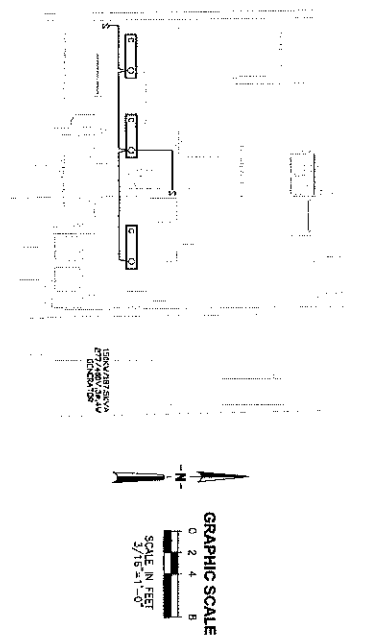
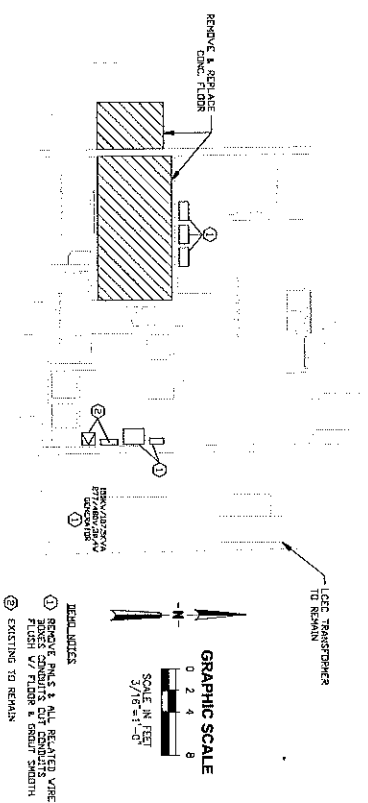
EM
1001 N. 1st St.
Tampa, FL 33602
Tel: 813.278.1111
Fax: 813.278.1112
www.em.com
Professional Engineer
No. 42559
State of
Florida

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Fax: 813.278.1112
www.em.com
Professional Engineer
No. 42559
State of
Florida

No.	Date	Revision
1		Original
2		Revised
3		Revised
4		Revised
5		Revised
6		Revised
7		Revised
8		Revised
9		Revised
10		Revised

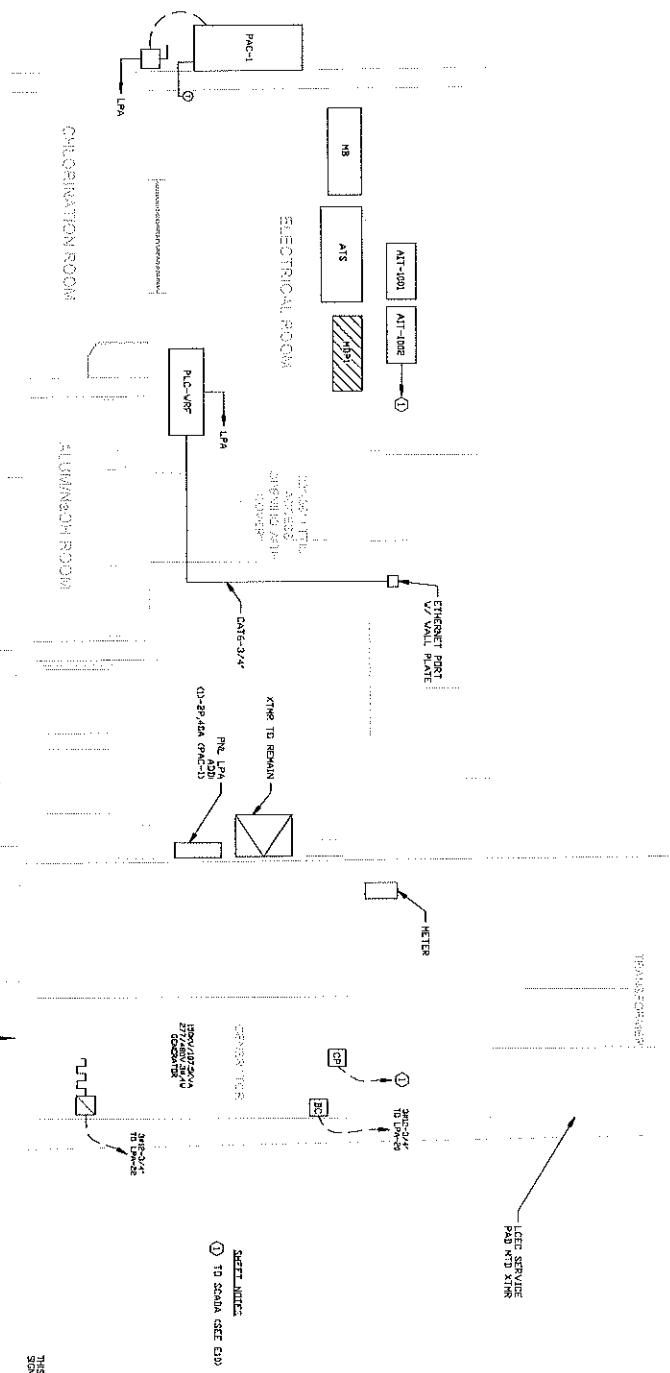
EAST END - EFFLUENT
EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL

Sheet No.
E06

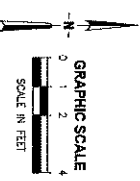


**OVERALL OPERATIONS
BUILDING DEMO PLAN**

ELECTRICAL LIGHTING PLAN



ELECTRICAL ROOM PLAN



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SCANNED AND SEALS BY:
[Signature]

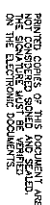
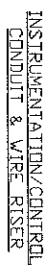
OPERATIONS BUILDING EVERGLADES CITY RWPF REPLACEMENT COLLIER COUNTY, FL		SHEET NO. E08
THIS SHEET IS A PART OF THE PROJECT AND NOT BE SEPARATED FROM THE PROJECT. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE LATEST REVISIONS.		
Project No. Design No. Drawn By Checked By Date	Title Revision Date	Scale Date

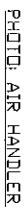
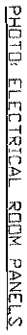
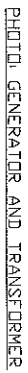
FIGURE DETAIL 'A' STRUCTURE MOUNTED

LIGHTING FIXTURE SCHEDULE		
MARK	WATT	DESCRIPTION
1	70	SEE DETAIL "A" THIS SHEET
2	15	VALL HARBERT LED, 1500 LUMENS, 4000K, TYPICAL FINISH, MET. LEAD-REDUCING, SHARP, RECESSED BARN BRACKET, FORWARD FINISH, ALUMINUM/PAINTED ALUMINUM
3	20	2" LED SLATE, 4000 LUMENS, MET. LEAD-REDUCING, FINISHED LENS, MEDIUM, 200V 4000K VIBR. BATTERY W/RECH. SPRAIN ON PLAIN FINISH/SLATE LAMPHES.
4	100	SEE DETAIL "B" THIS SHEET
5	100	SEE DETAIL "A" THIS SHEET

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INTERNATIONAL SOCIETY OF AUTOMATION

LETTER	PROCESS OF INSTRUMENTATION	MODIFIER	RESPONSE OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALOG				
B	BURNER FLAME				
C	USERS CHOICE (+)		USERS CHOICE (+)	USERS CHOICE (+)	
D	USERS CHOICE			CONTROL	
E	VOLTAGE		PRIMARY ELEMENT/SENSOR		
F	FLOW RATE		RAIL/TRANSITION		
G	USERS CHOICE		GLASS/WEIRING DEVICE		
H	HAND (MANUAL)		INDICATE		
I	CURRENT (ELECTRIC)				
J	TIME OR SCHEDULE			CONTROL STATION	
K	TIME OR SCHEDULE				
L	LEVEL		LIGHT (FALLOUT)		
M	MOTOR		MODULATORY		
N	DATA		USERS CHOICE (+)	USERS CHOICE (+)	
O	USERS CHOICE (+)				
P	PRESSURE (OR VACUUM)		POINT (TEST CONNECTION)		
Q	QUANTITY		INTERVAL		
R	RASTATION		RECORD OR POINT		
S	SEPARATOR				
T	TEMPERATURE		TRANSMIT		
U	UNCLASSIFIED (+)		MULTIFUNCTION (-)	VALVE, DAMPER, LUNGER	
V	VELOCITY				
W	WEIGHT OR FORCE				
X	HAZARDOUS/FATAL		UNCLASSIFIED (+)	UNCLASSIFIED (+)	
Y	EXHAUST STATE OR PRESSURE			RELAY OR COMPUTE (+)	
Z	POSITION			UNCLASSIFIED (-)	

(+) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL. SEE ABBREVIATIONS AND LETTERS SYMBOLS.

TRANSDUCER SUBSCRIPTS

- A ANALOG
- D DIGITAL
- E VOLTAGE
- F FREQUENCY
- H HYDRAULIC
- I CURRENT
- P PNEUMATIC
- PF PULSE FREQUENCY
- PO PULSE DURATION
- R RESISTANCE
- PC POSITION

- ELECTRICAL SIGNAL
- 3 PHASE AC POWER
- DATALINK
- 24VDC SIGNAL
- DC POWER

- SCADA DISPLAY OR CONTROL
- CONTROL TYPE (DI, DO, AI, AO)
- (I) DATA LINK
- FURNISHED BY SCADA SYSTEM
- FURNISHED WITH EQUIPMENT
- INTERLOCKING FUNCTION
- PANEL
- GROUND
- ULTRA SONIC SENSOR
- ANALOG & DISCRETE SIGNALS
- DATALINK
- KNIFE GATE
- GLOBE VALVE
- BALL VALVE
- PLUG VALVE
- CHECK VALVE
- NEEDLE VALVE
- PRINCH VALVE
- FOOT VALVE
- DAMPERS
- BUTTERFLY VALVE
- FILL VALVE
- REDUCER
- FLEXIBLE CONNECTOR

- INLINE STATO MIXER
- CENTRIFUGAL PUMP
- BLOWER PUMP
- SUBMERSIBLE PUMP
- METERING PUMP
- ROTAMETER
- FLANGE
- MIKER
- MOTOR
- LEVEL GAUGE
- EDUCTOR
- AIR RELEASE VALVE
- BACK PRESSURE VALVE
- SOLENOID VALVE
- 3-WAY SOLENOID
- DRAIN
- MOTOR OPERATED
- MOTOR
- VARIABLE SPEED MOTOR

- VENTURI
- VORTEX SENSOR
- FLOW NOZZLE
- SONIC FLOW SENSOR
- FLOW SIGHT GLASS
- SIGHTGLASS (ON VESSEL)
- LEVEL GAUGE
- FLOW ELEMENT (ORIFICE PLATE)
- INLINE FLOW INDICATOR (ROTAMETER)
- FLOW ELEMENT (ANNULAR)
- FLOW TOTALIZING INDICATOR (TURBINE METER)
- FLOW ELEMENT (MAGNETIC)
- FLOW ELEMENT (VENTURI)
- Y-NOTCH WEIR

THE DRAWING DOES NOT INDICATE ALL OF THE I/O REQUIRED TO OPERATE THE INSTRUMENT CORRECTLY AND THE USER MUST REFER TO THE I/O REQUIREMENTS AND CONNECTIONS OF THE INSTRUMENT TO THE I/O SYSTEM TO OBTAIN THE CORRECT CONNECTIONS. THE USER MUST REFER TO THE I/O REQUIREMENTS AND CONNECTIONS OF THE INSTRUMENT TO THE I/O SYSTEM TO OBTAIN THE CORRECT CONNECTIONS.

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INSTRUMENTATION ABBREVIATION

EVERGLADES CITY RWPF REPLACEMENT

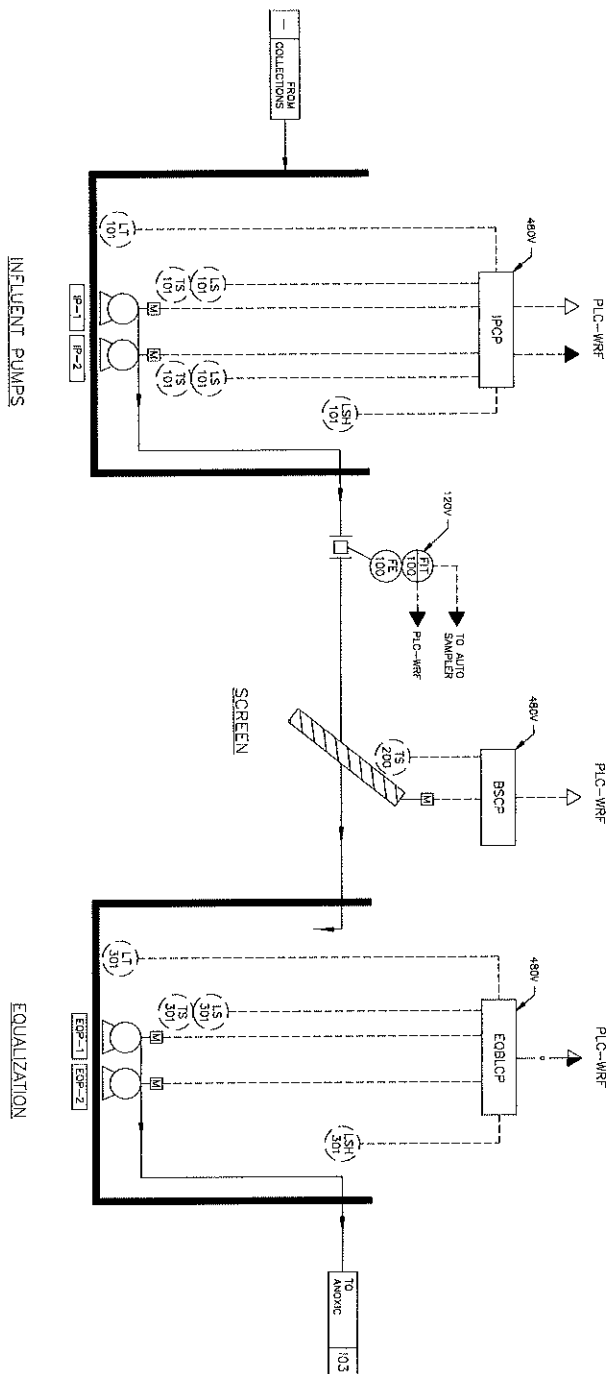
COLLIER COUNTY, FL

Drawn by	DATE
Checked by	DATE
Reviewed by	DATE
Approved by	DATE
Project No.	DATE
Revision	DATE

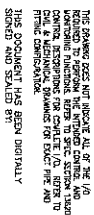
EVERGLADES CITY
RWPF REPLACEMENT
COLLIER COUNTY, FL

STATE OF
FLORIDA
DEPARTMENT OF
TRANSPORTATION
BUREAU OF
HIGHWAYS
TALLAHASSEE, FL 32309

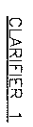
EMC
ENGINEERING
MANAGEMENT
CONSULTANTS, INC.
1000 N. W. 10TH AVE.
SUITE 100
FORT LAUDERDALE, FL 33304
(954) 575-1234
FAX (954) 575-1235
WWW.EMC-FL.COM






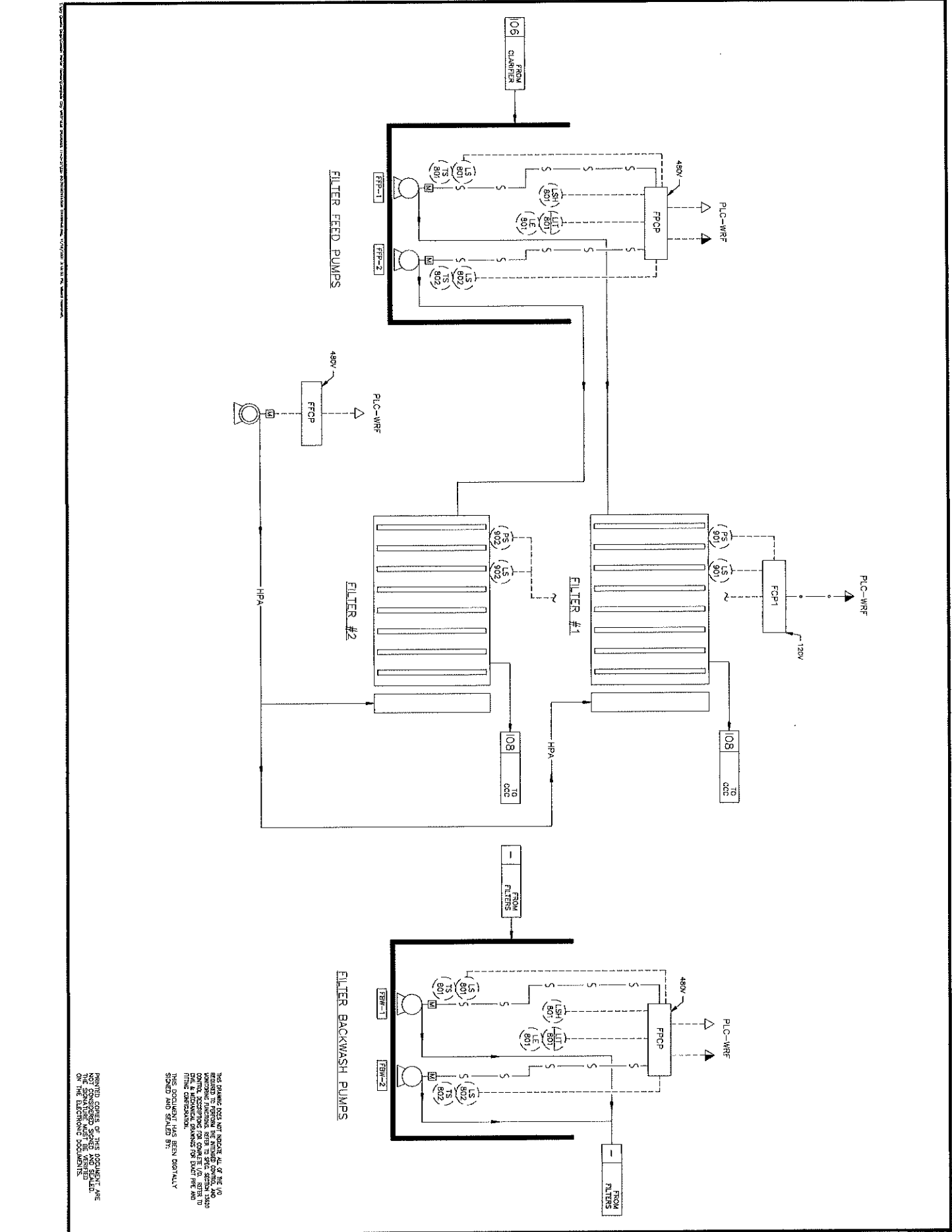
THE DRAWING DOES NOT INCLUDE ALL OF THE WORK REQUIRED TO PROVIDE THE AIRFLOW CONTROL AND MONITORING SYSTEMS FOR THE SCREENS AND PUMPS. THE DRAWING DOES NOT INCLUDE THE PUMP AND PUMP CONTROL SYSTEMS.



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 www.gports.com A Full Service A/E Firm 100 E. 1st Ave. Suite 1000 Ft. Lauderdale, FL 33301 Phone: 754.366.1400 Fax: 754.366.1401 E-mail: info@gpm.com						DATE: 12/10/07 DRAWN BY: EMI CHECKED BY: EMI SCALE: 1" = 30'-0" PROJECT: 12-000001-01 SHEET: 12-000001-01		DRAWN: J.S. CHECKED: S.A.S. DESIGNED: EMI DATE: 01/07/07		DRAWN: J.S. CHECKED: S.A.S. DESIGNED: EMI DATE: 01/07/07		CLARIFIERS EVERGLADES CITY RWPF REPLACEMENT COLLIER COUNTY, FL		THIS SHEET IS VALID FOR CONTRACT NO. 12-000001-01 ONLY. ANY OTHER USE IS VOID.		Sheet No. 106	
---	--	---	--	---	--	--	--	---	--	---	--	---	--	---	--	-------------------------	--



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1400 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
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ENGINEERING & MANAGEMENT, INC.

1400 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
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Fax: (954) 571-1101
www.em-inc.com

PROFESSIONAL ENGINEER

No. 42588
STATE OF FLORIDA
EXPIRATION DATE: 12/31/2010

PROFESSIONAL ENGINEER

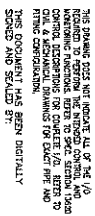
No. 42588
STATE OF FLORIDA
EXPIRATION DATE: 12/31/2010

FILTER FEED PUMPS & FILTER

EVERGLADES CITY RWPF REPLACEMENT

COLLIER COUNTY, FL

Sheet No. **107**

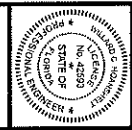


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**EVERGLADES CITY RWPF
REPLACEMENT
COLLIER COUNTY, FL**

Sheel No.

109

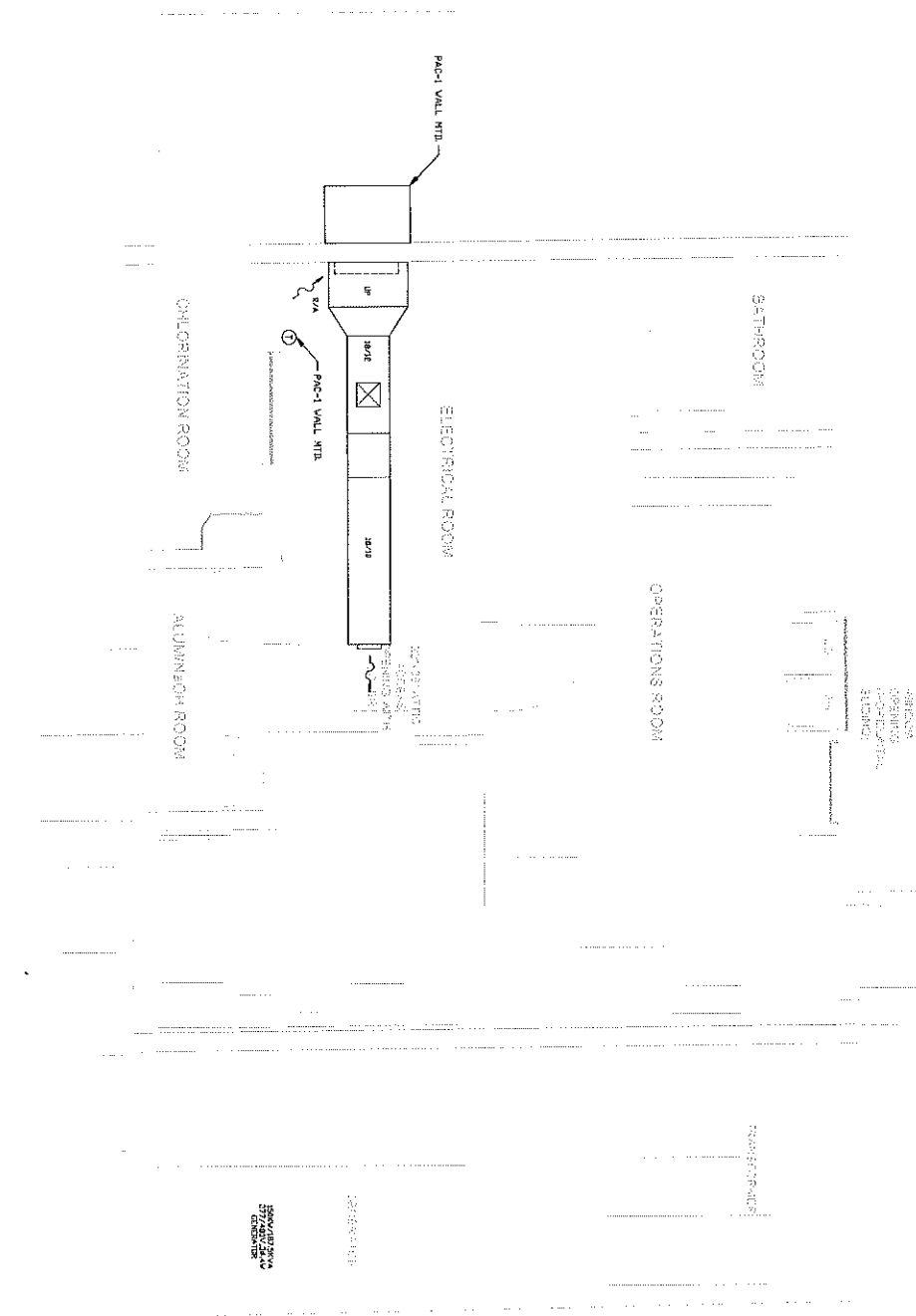
[illegible]

**A Full Service
A & E Firm**

4442 NW 4th Street
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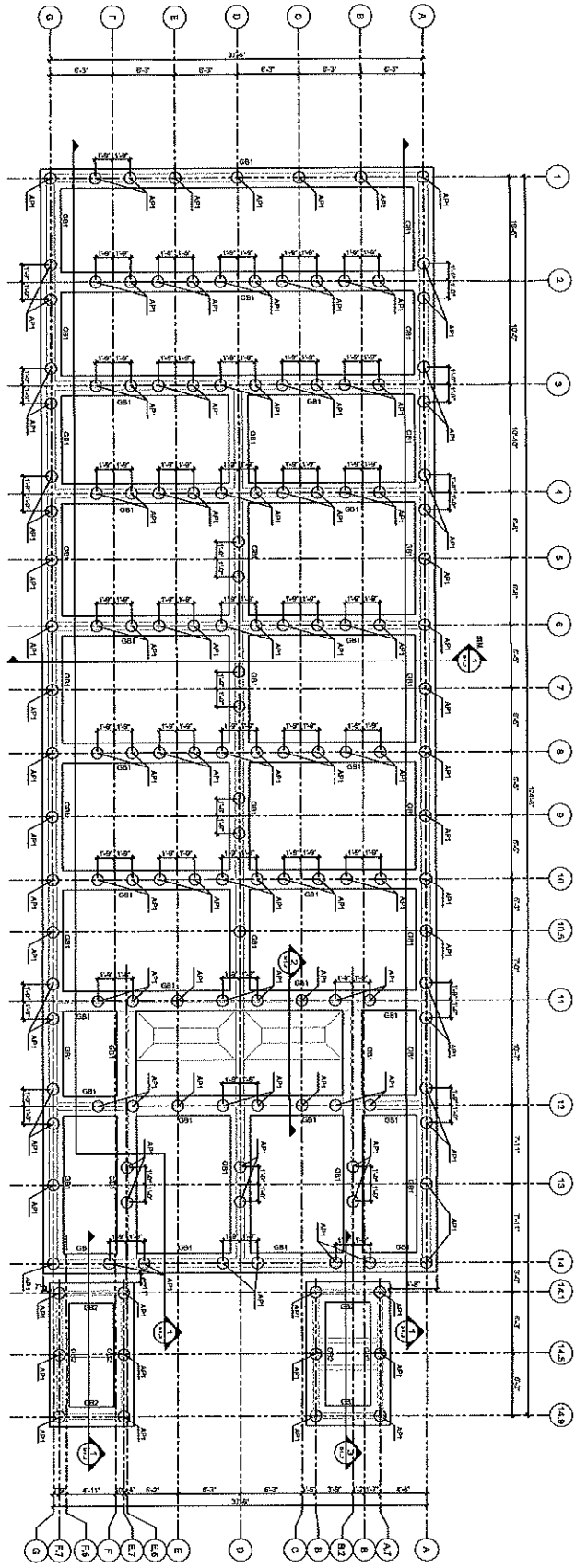
Plans Prepared by:
GPI, Inc.
State of Florida License:
Engineer No. 3275
Surveyor No. L877-0
Architect No. A44692-0
Landscaping No. C000509



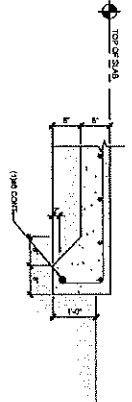


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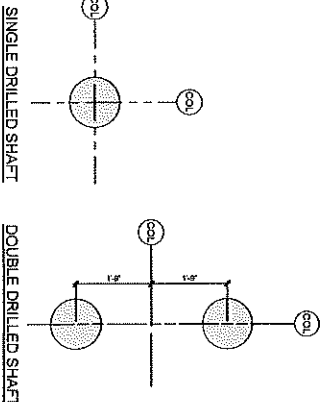


AUGER PILE & GRADE BEAM LAYOUT
SCALE: 3/8" = 1'-0"



A SLAB-ON-GRADE SECTION (TYP.)
SCALE: 3/8" = 1'-0"

CONCRETE PILES DIAGRAMS



LEGEND

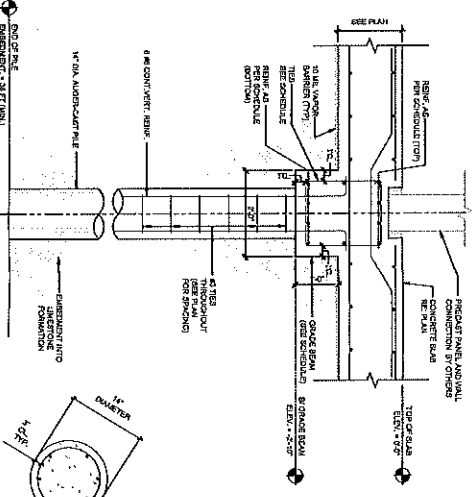
○ DRILLED SHAFT BEAM BELOW GROUND
○ DRILLED SHAFT ON PILE

AUGER CIP PILE SCHEDULE

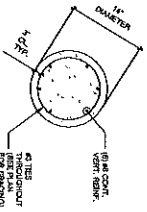
MARK	SIZE	VERTICAL	TIES	NOTE	
AP1	14" DIA.	44' 0"	14@ 14" D.C.	SEE STRUCTURAL DETAIL (S1.1)	
GRADE BEAM SCHEDULE					
MARK	DIMENSIONS	TOP	MIDDLE	BOTTOM	TIES
GB1	24" x 14" CONT.	44'	36'	44'	14 @ 14" D.C.
GB2	24" x 14" CONT.	44'	36'	44'	14@ 14" D.C.

- NOTES:
1. TOP OF SLAB = 54" (1500 MM) 1/4" DIA. REINFORCING ONLY.
 2. BOTTOM OF GRADE BEAM @ 14" (350 MM) BELOW TOP OF SLAB UNLESS NOTED OTHERWISE.
 3. ALL GRADE BEAM ELEVATIONS IN ARCHITECTURAL DRAWINGS PRIOR TO PUBLICATION.
 4. 14" THICK CONCRETE SLAB (4" MIN. 105)
 5. SEE SHEET 2.1 FOR GENERAL STRUCTURAL NOTES.

1 CONCRETE PILE ELEVATION
SCALE: 3/8" = 1'-0"



2 CONCRETE PILE SECTION
SCALE: 3/8" = 1'-0"



FOUNDATION PLAN

**EVERGLADES CITY RWPF
REPLACEMENT**
COLLIER COUNTY, FL

Sheet No.
S1.1

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No.	Date	Revision
1		Issue for Construction
2		Issue for Construction
3		Issue for Construction
4		Issue for Construction
5		Issue for Construction
6		Issue for Construction
7		Issue for Construction
8		Issue for Construction
9		Issue for Construction
10		Issue for Construction

