

**July 16, 2019
Regular Meeting
12:00 Noon
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting
12:00 Noon
2775 Garrison Avenue
Tuesday July 16, 2019

Call to Order

Consent Agenda

Minutes

- Regular Meeting 7/2/19 **Pages 1-4**

Bldg. Department

- Update **Page 5**

PSJRA- Update

City Attorney

- Boat Slip Rental Agreement **Pages 6-14**
- Ord. 558 Medical Marijuana **Pages 15-17**
 - 2nd Reading & Consideration of Adoption
- Ord. 559 R2A Allowable Uses **Pages 18-21**
 - 1st Reading & Request to Advertise

Old Business

- FEMA Damage Assessment Report- Update
- DR- 420 **Pages 22-23**
- MLK Corridor Zoning Change- Consideration of Adoption on 8/6/19

New Business

- Creekside Platt Approval **Page 24**
- Commission Chambers PA System
- Government Complex Grant **Pages 25-49**

Public Works

- Field of Dreams Property Laydown Yard **Page 50**
- Purchase of Truck & Bobcat Track Loader on State Contract **Pages 51-53**
- Patton Park Sewer **Page 54**

Surface Water Plant

- Chemical Cost

Waste Water Plant

- Update

Finance Director

- Budget Update

City Engineer

- **Frank Pate Park Task Order- Update**
- **Trail Lighting/Upgrades Grant- Update**
- **Road Bond Money**

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Code Enforcement

- **Update**

Page 56

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, July 2, 2019, at Noon.

The following were present: Mayor Buzzett, Commissioners Ashbrook, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Adam Albritton were also present. Commissioner Hoffman was absent.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of June 18, 2019. All in favor; Motion carried 4-0.

Building Department Update – Kelly Simpson updated the Commission on the number of permits that have been issued by the Building Department since the last meeting: Demolition Permits 1; Residential Reroof 11; Commercial Reroof 3; Residential Remodel 2; Commercial Remodel 1; Temporary Power Poles 1; Electric Service Repair 2; Accessory Structures 2; New Single Family Structures 1; Temporary Structure Permits 2, and Increased Cost of Compliance Letters 1.

Planning Board – James Anthony

Mr. Anthony asked for the Commission's help in allowing him to place a mobile home in the 300 Block of Avenue A. An Ordinance will have to be passed to allow for trailers in the 300 Block of Avenue A. A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, for attorney Albritton to draft an Ordinance allowing mobile homes in the 300 Block of Avenue A. All in favor; Motion carried 4-0. It was noted that Mr. Anthony will need to have letters from his neighbors approving this and a Public Hearing will be necessary for the Ordinance.

PSJRA Update – PSJRA Chairman Ashbrook, stated there was no meeting today. Chester Davis requested a draw of \$1,600 from the PSJRA funding for North Port St. Joe for travel for John Hendry to attend a meeting here with the Triumph Committee. All in favor; Motion carried 4-0.

City Attorney –

Boat Slip Rental Agreement –

After discussion, Attorney Albritton was directed to draft an agreement setting General Liability at \$1,000,000 Pollution at \$2,000,000 and a charge of \$12 per LF for a docking charge. Cindy Little of Fishing Express noted that most charters already have the required insurance.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

FEMA Damage Assessment Report Update –

FEMA representatives will be here Monday to review the Substantial Damage Report and approve the language of the letter that will be sent to the individuals impacted by Hurricane Michael.

MLK Corridor Zoning Change – Consideration of Adoption on 8/6/19 –

Mr. Anderson reminded everyone of the date this will be heard by the Commission.

New Business

Commission Meeting Time – Mayor Buzzett:

After discussion, a Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to have the meeting on the first Tuesday of each month at 6:00 P.M. and the third Tuesday meeting at Noon. All in favor; Motion carried 4-0. This will become effective September 1, 2019.

Solar Energy – Mayor Buzzett:

Mayor Buzzett shared that he would like for Duke Energy to work with the City's Surface Water and Wastewater Plants to see if solar energy would be a viable option for the plants. Mr. Anderson has also sent a request to Danny Collins of Duke Energy on this.

Police Station – Mayor Buzzett:

Mayor Buzzett expressed his desire to see the Police Station back at City Hall. Staff will be working on the funding that is available from insurance and FEMA.

DR 420 –

Mr. Anderson shared that the DR 420 Form must be returned in 30 days and in the past, the Commission has elected to show a 1 Mill increase for planning purposes. With the current Millage rate of 3.5914, he anticipates an AD Tax shortfall of approximately \$77,000. Triumph Funds received total \$88,000 which will be escrowed for the shortfall. Should the City receive more tax money, the difference would have to be returned to Triumph. He recommended holding the line on the millage and thinking long term.

Public Works – John Grantland was on vacation and not at the meeting. Mr. Anderson noted that the Public Works Department is working at Clifford Sims Park, Core Park, Jones Homestead, and will be returning to the alleyway between 6th and 7th Streets.

Commissioner Langston noted the need for ditches to be cleaned up and have a yearly plan to keep them clean.

Surface Water Plant – Larry McClamma was running the plant and unable to be at the meeting.

Chemical Cost

Mr. Anderson shared that Mr. McClamma is working on a chemical plan as prices have skyrocketed.

Wastewater Plant – Kevin Pettis advised that there is 2 ½' of room in the pond, there is no Algae in the pond, and the Grit Kings are problematic due to sand. He recommended that a filter maintenance plan be established as there are 1,004 filters to be replaced and the cost of each filter is \$130.

Finance Director – Mike Lacour shared the first round of the budget has been completed, it needs one more review, and he will have it ready for the next meeting. He has scheduled Budget Meeting for each Tuesday in August should they be needed.

City Engineer – Clay Smallwood, III

Frank Pate Park Task Order Update – This project is currently being advertised.

Trail Lighting / Upgrades Grant Update – There was nothing new on this.

There is approximately \$80,000 left in the Road Bond Funds. Suggestions have been to use these funds for guard rails at 18th Street and Long Avenue, at a cost of approximately \$30,000 and on 8th Street near the STAC House at approximately \$27,500.

Commissioner Langston asked if any of the funds can be used for speed bumps and Mr. Smallwood responded that he would ask.

Code Enforcement no action was required.

Commissioner Langston asked about the possibility of having abandoned vehicles removed. It was noted that if they are on City Right of Way, removal can be done.

Commissioner Lowry noted that household debris that is being taken to the side of the road. Mr. Anderson shared that the service for picking up household debris is no longer available and residents are responsible for their on household debris. The City will pick up the 4' x 4' stacks of small yard debris.

Mayor Buzzett shared that he will be sending a letter to residents asking them to take pride in their City and property by working together to clean everything up.

Commissioner Ashbrook asked if there are funds for home demolition. Mr. Anderson noted there could possibly be Hazzard Mitigation Funds that could be used for that.

Police Department – Chief Matt Herring did not have anything to update the Commission on. He did note that if abandoned vehicles are effecting public safety, and are on the City Right of Way, the Police Department can do something about the situation.

City Clerk - Charlotte Pierce did not have any updates for the Commission.

Citizens to be Heard –

Chester Davis thanked the Commission for agreeing to use \$1,600 from PSJRA Funds to provide airline travel for John Hendry. He noted the need for funds to improve the Peters Park area, more restrooms for ladies in the Washington Gym, broken gym windows that need repair, stated the AC is not sufficient, and that we do not need to wait for a hurricane to make these repairs and improvements.

Amy Rogers shared her concerns about the MLK rezoning, noted that residents do not want their personal property impacted by the proposed changes, asked for repairs to be made to the Concession Stand at Peters Park, and noted a need for the WIG Center bathroom to be repaired. It was noted that the Concession Stand and bathroom have already been repaired.

Robert Branch thanked the Commission for meeting half way on the time of the City Commission meetings and noted the need for the cleanout of stormwater drains.

Christy McElroy thanked Mayor Buzzett for discussing finances, and shared her concerns about the Bike Path, drainage issues, and the NERDA Grant.

Cindy Little shared of the need for power at Clifford Sims Park. Mr. Anderson noted this is being worked on.

Chester Davis shared the NPSJ PAC had been meeting for over 3 years, people were invited to attend their meetings and no one had objected to the plans that have been presented. Mayor Buzzett encouraged him to reach out to the individuals that had concerns to see if he could help them understand what is being done.

Bonnie Bell thanked Commissioner Langston for his efforts to improve the drainage system. He also encouraged everyone that had played ball at Washington Gym to get a shovel and help open up the drains.

Discussion Items by Commissioners

Commissioner Ashbrook did not have anything to discuss.

Commissioner Lowry noted the temperature in the building was good but encouraged Staff to work on the issue.

Commissioner Langston shared about a Hurricane Preparedness Committee that he is working on to help resident that lack resources to evacuate, and asked that the flower beds on MLK be cleaned by tomorrow. He thanked those present for attending the meeting and encouraged everyone to enjoy their 4th.

Mayor Buzzett encouraged everyone to enjoy the 4th, noted there is a Street Dance on the 4th, there is also a new business, "Cozy Kitchen" opening this week and encouraged residents to attend the grand opening Thursday.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adjourn the meeting at 1:31 P.M.

Approved this _____ day of _____ 2019.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

July 16, 2019

Demolition Permits: 0

Residential Reroof: 8

Commercial Reroof: 2

Residential Remodel: 5

Commercial Remodel: 1

Temporary Power Poles: 2

Electric Service Repair: 2

Accessory Structures: 0

New Single Family Structures: 3

Temporary Structure Permits: 0

Increased Cost of Compliance Letters: 0

BOAT SLIP RENTAL AGREEMENT

THIS BOAT SLIP RENTAL AGREEMENT (herein, "Agreement") is made and entered into this ____ day of _____, 20____, by and between CITY OF PORT ST. JOE FLOIRDA, a , INC., a Florida municipal corporation (hereinafter City"), and

(herein, "Tenant"), who's relevant business information is listed below;

Boat Name _____

Owner/Owner's Representative Name _____

Business Address _____

telephone number: _____ cell number: _____

The above named agree to the following rental terms:

1. **LEASE.** City leases to Tenant and Tenant leases from City Boat Slip # _____ (herein, "Boat Slip" or "Premises"). Tenant agrees to use the Boat Slip solely for the docking or mooring of one (1) boat, which boat is described on Exhibit "A" – Boat Description, attached hereto and incorporated herein by reference, as allowed by the City and for no other purposes and uses whatsoever. Tenant hereby accepts the Boat Slip in "as is" condition.
2. **USE OF PREMISES.** The Premises shall be used for the docking and mooring of a commercial fishing vessel as well ingress and egress for its customers (the "Permitted Use"), and for no other purpose without express consent of City, and shall not be used for any illegal purposes, nor in violation of any regulation of any governmental body having jurisdiction.
3. **TERM AND RENT.** The term of this Lease shall be for a period of _____ months, commencing on _____, 20____ and ending on _____, 20____.

Rent shall be calculated at **\$12.00** per foot. All measurements shall extend from the bow of the boat past the motor at the stern of the boat.

Monthly Rent as agreed upon shall be \$ _____ per month due, paid in advance. Rent is due on the first day of every month and shall be considered late is not paid by the 5th of every month. All late payments shall be subject to a 10% late fee.

4. **INSURANCE AND INDEMNITY.** City shall not be liable for any damage or liability, of any kind, or for any injury to or death of any persons or damage to any property on or about the Boat Slip Property, or personal property of Tenant from any cause whatsoever, except to the extent any such is attributable to City's gross negligence or willful misconduct.

- a. Tenant shall indemnify and save City and City's agents and employees harmless from and against suits, claims, actions, damages, liability, expense, court costs, and attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Boat Slip Property or the occupancy or use by Tenant of said Boat Slip Property or any part thereof, or occasioned wholly or in part by act or omission of Tenant, Tenant's agents, contractors, employees, invitees, or licensees, including any default by Tenant of obligations on Tenant's part to be performed under the terms of this Lease. Tenant shall not be liable for damage or injury occasioned by the sole negligence or willful acts of City or its agents, contractors, servants or employees, unless such damage or injury arises from perils against which Tenant is required by this Lease to insure and then only to the extent of such insurance. In case any action or proceeding is brought against City or City's officers, directors, employees, agents, successors and assigns, by reason of any claims as to which Tenant is obligated to indemnify and save City harmless, Tenant, upon notice from City, shall defend the same at Tenant's expense by counsel approved in writing by City, which approval shall not be unreasonably withheld. Tenant's indemnification obligations under this Section shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnifications in this Section are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.
- b. Except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to the gross negligence or willful misconduct of City, City shall not, without limiting the provisions of Section (a), above, be responsible or liable to Tenant or any of Tenant's agents, employees, sub-tenants, assignees, licensees, contractors or invitees for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage caused by water leakage from any part of the Boat Slip Property or from the pipes, appliances or plumbing works, or by any other cause of whatsoever nature, or loss of property within the Boat Slip Property from any cause whatsoever or any damage caused to the Boat Slip Property, or the public, or caused by construction of any private, public or quasi public work.
- c. Anything in this Lease to the contrary notwithstanding, City and Tenant hereby waive any and all rights of subrogation for themselves and any insurer against each other, their respective agents, officers and employees for any loss or damage that may occur to the Boat Slip Property and to all property, whether real, personal or mixed, located in or at the Boat Slip Property, by reason of any peril to be insured under this Lease regardless of cause or origin, including negligence of the parties hereto, their respective agents, officers and employees. Since the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which had

issued to it property insurance policies, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such coverage by reason of said waivers. If no endorsement is allowed or available to prevent the invalidation of such coverage by reason of said waivers, then such waivers shall not apply in any case which would result in the invalidation of any such policy of insurance. Each party shall notify the other if such party's insurance would be so invalidated and an endorsement of such policy is not available.

- d. Tenant covenants to provide on or before the Effective Date of this Lease and keep in force (at Tenant's cost and expense) during the term of this Lease, the following insurance coverage with respect to the Boat Slip Property:
 - i. Comprehensive general liability insurance and casualty insurance, individually and/or in conjunction with an umbrella policy, covering claims on an occurrence basis, to include contractual liability, and with limits of not less than \$1,000,000.00 combined single limit insurance for bodily injury and property damage. The insurance coverage required under this Section shall, in addition, extend to any liability arising out of the indemnities of Tenant provided for in Section (b), above. In the event Tenant's comprehensive general liability insurance policy shall insure Tenant's ownership or operation of more than one location, then such policy shall contain an endorsement that the aggregate limit of all insurance required under this Section shall apply separately to each location owned or rented.
 - ii. Pollution Liability Insurance. Tenant shall, at its sole expense, during the entire term of this Lease, keep in full force and effect a policy or policies of comprehensive pollution liability and property damage insurance covering the Premises and the business operated by Tenant and any sub-tenants or assignees of the Tenant on or about the Premises. The pollution liability insurance shall not be less than \$2,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs, for any release of any pollutants and/or contaminants, whether released to air, soil or water and whether the release is on or off the Premises. Coverage shall be maintained for two years after the term of the lease.

- iii. Comprehensive Automobile liability (if any automobile is to be used in or around the Boat Slip Property) with limits of liability of not less than \$1,000,000.00 each accident;
 - iv. Workers compensation insurance as required by the State of Florida and Federal law as may be applicable, which shall include, but is not limited to, The Longshore and Harbor Workers Compensation coverage, and Employer's Liability insurance in the amount of at least \$500,000.00 for any one accident or disease;
 - v. Special Form Causes of Loss insurance covering Tenant's trade fixtures, machinery, equipment, furniture, supplies and other personal property of Tenant within the Boat Slip Property against perils included within extended coverage, and coverages against perils including, but not limited to, vandalism and malicious mischief, theft, explosion, and water damage of any type. Tenant's property damage insurance shall include 100% full insurable replacement value with no coinsurance penalty. Any policy proceeds from such insurance shall be held in trust by Tenant for the repair, reconstruction, restoration or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate;
- e. Tenant's policies shall be endorsed, name City, City's lender, and such other person or firms as shall be specified by City as additional insureds. All insurance coverage required herein shall be with companies and in forms satisfactory to City (companies licensed to do business in the State of Florida with a Best's rating of A-/X or better shall be deemed satisfactory). All such insurance shall contain endorsements that such insurance may not be canceled or amended with respect to City (or its designees) except upon thirty (30) days' prior written notice to City (and any such designees) by the insurance company. Tenant shall be solely responsible for payment of premiums and City (or its designees) shall not be required to pay any premium for such insurance. In the event of payment of any loss covered by such policy, City (or its designees) shall be paid first by the insurance company for City's loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to City at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to City, of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then City may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall reimburse the cost thereof, on demand.
- f. The minimum limits of the comprehensive general liability policy of insurance shall be subject to increase at any time, and from time to time, if City shall deem

same necessary for adequate protection. Within thirty (30) days after demand therefor by City, Tenant shall furnish City with evidence of Tenant's compliance with such demand.

5. **ENVIRONMENTAL COMPLIANCE.** Tenant shall use, and cause its Invitees and any persons on or about the Boat Slip Property at the direction of or because of Tenant, to use the Boat Slip Property only in full compliance with in accordance with all Environmental Laws. Tenant shall not permit the generation, storage, dispersal, release or transportation of any petroleum products or other Hazardous Substance on, in, under or upon the Boat Slip Property. Should Tenant permit fueling of vessels from the Park via mobile fueling services, such provider must have all necessary and required permits for the Florida Department of Environmental Protection Agency and all other governing or regulating entities with jurisdiction of same. Further, Tenant must provide City with a valid and effective copy of the mobile fueling vessel's certificate of insurance and other related governmental authorizations to conduct mobile fueling.

For purposes of this Agreement, "Hazardous Substance" means any substance, material or waste of any kind or character which may be dangerous to health or to the environment, or which is or may become regulated as hazardous or toxic waste, pollutants, contaminants or substances, or which requires special handling, storage or treatment, including without implied limitation, all "hazardous matter," "hazardous waste," "hazardous substances," "asbestos," "petroleum products," and "oil" as defined in or contemplated by any Environmental Laws.

The Boat Slip Property is an Environmentally Sensitive Area. Pursuant to the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 – prohibiting discharge of untreated sewage) and all other Federal, State, County and municipal laws and regulations, no person shall discharge oil, spirits, inflammable liquids, any foreign substance or oil bilge water into the Marina. Refuse shall not be thrown or otherwise disposed of into the Marina waters. All refuse and waste (with the exception of motor oil, batteries, gas, diesel, or other hazardous material) shall be disposed of properly and not on the Boat Slip Property or Licensor's Marina.

Upon becoming aware of any environmentally related issues which could detrimentally impact the Boat Slip Property, Tenant shall immediately notify the City of such and forthwith, diligently and expeditiously remediate such violation or contamination in full compliance with all Environmental Laws, all requirements of any such governmental authorities. Tenant, at the cost and expense of the Tenant, may have such environmental audits performed to determine whether or not any such remediation has been so completed. If Tenant shall fail to commence any such remediation as provided herein or, after commencing such remediation fails to immediately, forthwith, diligently and expeditiously complete such remediation, City shall have the right but not the obligation to perform and complete such remediation and Tenant shall reimburse City for the cost thereof together with lawful interest thereon.

6. **IMPROVEMENTS.** Tenant shall not undertake any improvements on Premises without the express written consent of the City.
7. **TAXES AND SERVICES.** Tenant agrees to pay all applicable sales tax and all other governmental taxes related to the Agreement, regardless of whether described in this Agreement or not. Tenant agrees to pay for all services provided related to the Agreement (herein, "Services") in accordance with the rates established by City, from time to time. All fees and charges for Services shall be payable in advance unless otherwise agreed to by both parties.
8. **ASSIGNMENT.** Tenant shall not assign or sublet this Agreement. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by City.
9. **OWNERSHIP BY CITY.** Tenant acknowledges and agrees that the real property to which the Boat Slip is attached is exclusively owned by the City and, therefore, the Boat Slip and its use thereof are subject to the terms and conditions hereof. Tenant acknowledges and agrees that the tenancy herein created is inferior to and governed by the terms, provisions and conditions contained in the Cooperative Documents, as amended from time to time.
10. **MAINTENANCE OF BOAT.**
 - a) **Maintenance by Tenant.** Tenant shall keep and maintain the Boat and all personal property of Tenant in good state of maintenance and repair and in a sightly, healthy and clean condition, and so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, and having jurisdiction. Painting, scraping, sand blasting, or repair of gear will not be permitted on the Premises.
11. **DAMAGES.** Tenant shall be strictly liable for any and all damages to the Boat Slip, dock and Attached Property and other facilities within the Premises, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, vendors, crew, invitees and/or invitees, or in any way relating to the Boat Slip, the Boat and/or the use thereof.
12. **NO ADDITIONS OR ALTERATIONS BY TENANT.** Tenant shall not make any additions or alterations in or upon the Boat Slip of any nature whatsoever without first having obtained the written consent of the City. Dock boxes are prohibited.
13. **RIGHT OF ENTRY BY CITY.** City, its agents, contractors, vendors and employees may at any time without consent of Tenant enter in and upon and have free access to the Boat Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well maintained condition, and making such repairs to the Boat Slip may deem necessary. City shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency.

14. **NOTICES.** Any notice that either party herein desires or is required to give to the other must be in writing to the addresses listed below

TENANT

LANDLORD

City of Port St. Joe
c/o Jim Anderson, City Manager
305 Cecil G. Costin Sr. Blvd
Port St. Joe, Florida

15. **DEFAULTS.** In the event that the Tenant defaults in its financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement or applicable law, City shall have the right to:
- (i) Revoke Tenant's Agreement and exclusive use of the Boat Slip;
 - (ii) Terminate this Agreement as provided herein and require the Tenant turn over control of the Boat Slip to the City without any obligation to Tenant, financially or otherwise;
 - (iii) enter upon the Boat Slip and tow and/or remove the Boat from the Boat Slip with prior written notice sent to Tenant by Certified Mail, Return Receipt Requested, and store the Boat at Tenant's sole expense;
 - (iv) exercise any and all other rights and remedies available to City herein.
16. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless City from and against any and all claims, fines, suits, actions, damages, causes of action, release or discharge of fuel, chemicals, waste or other pollutants by Boat or arising during the term of this Agreement, and for any personal injury, loss of life or damage to property sustained in or about the leased premises which arises in connection with the use of the leased premises by Tenant, or Tenant's family members, contractors, invitees or guests, and in connection therewith. Tenant shall also indemnify and hold harmless City from and against all costs, attorney's fees, expenses and liabilities incurred in and about such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any liability, cause of action, lawsuit, orders, judgments and decrees which may be entered therein or therefrom.
17. **TERMINATION.** Either party may terminate this Lease upon not less than thirty (30) days written notice to the other party at its official mailing address. In the event of early termination of this Agreement for any reason, no rent or fee shall be refunded to Tenant. Not later than five (5) days after termination of this Agreement for any reason, Tenant shall vacate the Boat Slip and leave same in condition as good or as better than it was at the beginning of this Agreement, reasonable wear and tear excepted. Should there be an environmental disaster as outlined herein, the City shall have the right to immediately terminate this Agreement without any written notice.

18. **UTILITIES.** City shall make available to tenant, water and electricity.

19. **MISCELLANEOUS PROVISIONS.**

- (a) All understandings and agreements between City and Tenant with respect to the Boat Slip are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated verbally and may be amended or modified only by an instrument in writing signed by Tenant and an authorized officer of the City.
- (b) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement or the Boat Slip shall only lie in courts located in Gulf County, Florida. The prevailing party in any action arising directly or indirectly from this Agreement or Tenant's mooring of the Boat in the Boat Slip shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
- (c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement. All individuals named herein as Tenant are jointly and severally liable for all obligations pursuant to this Agreement. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.
- (d) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. Tenant agrees that the rights of City under this Agreement are cumulative and that any failure on the part of City to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.
- (e) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, City and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

City of Port St. Joe, Florida.

By: _____

Sign: _____

Print: _____

Date: _____

Tenant

Title: _____

Sign: _____

Print: _____

Date: _____

**CITY OF PORT ST. JOE
STATE OF FLORIDA**

ORDINANCE NO. 558

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA ESTABLISHING A THE PROHIBITION OF MEDICAL MARIJUANA (CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS) TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ST. JOE AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR MORATORIUM CONTINGENCY PROVIDING FOR PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and Section 381.986, Florida Statutes; and

WHEREAS, the Marijuana Policy Group has published a memorandum called “Municipal Dispensary Allocation: Florida,” which evaluated the market need for medical marijuana dispensing facilities and the harmful consequences and secondary effects of over-saturation of medical marijuana dispensing facilities within the market place; and

WHEREAS, the Marijuana Policy Group determined that Florida should have no more than one dispensing facility for each fifty-thousand residents and the optimal ratio is one dispensing facility per 67,222 residents, and Gulf County Florida has a population (approximately 13,000) well below such ration; and

WHEREAS, Section 381.986 (11) Florida Statutes, authorizes a county or municipality to “ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality;” and

WHEREAS, Section 381.986(11) further provides that “[a] county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality,” and that “[e]xcept as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465”; and

WHEREAS, Section 381.986, Florida Statutes severely limits, through State preemption, the City’s control over the zoning and permitting of medical marijuana dispensaries, thereby substantially restricting the City’s ability to protect surrounding land uses for which dispensaries may not be compatible; and

WHEREAS, given, among other things, the potential negative secondary land use effects of medical marijuana dispensing facilities, The Marijuana Policy Group’s the analysis of optimal population ratios (residents per dispensing facility), and the statutory restrictions on local government authority to regulate number and location of dispensing facilities if not banned, there is a rational basis for the City to exercise its authority under Section 381.986(11), Florida Statutes to ban dispensing facilities within the boundaries of the City; and

WHEREAS, the City finds that this Ordinance is in the interests of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance and adopted as legislative findings.

SECTION 2. the City of Port St. Joe regulations and codification is hereby amended to add the following new provisions and regulations on the following:

Medical Marijuana.

Medical Marijuana Treatment Center Dispensing Facilities.

- (1) Prohibition. Medical Marijuana Treatment Center Dispensing Facilities are prohibited and shall not be located within the boundaries of the City. The City shall not accept, process or approve any request or application for a development order, building permit or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.
- (2) Definition. For the purposes of this section, the term “Medical Marijuana Treatment Center Dispensing Facility” means any facility where medical marijuana or any product derived therefrom is dispensed at retail.
- (3) Interpretation. This section and the terms used herein shall be interpreted in accordance with F.S. 381.986 and Ch. 64-4 of the Florida Administrative Code. The intent of this section is to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the City as authorized by F.S. 381.986(11).

SECTION 3. Codification. This Ordinances shall be incorporated into the City of Port St. Joe, Florida Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance of the City Code may be freely made.

SECTION 4. Moratorium Contingency. In the event Section 381.986, Florida Statutes, is amended or interpreted by a court of competent jurisdiction in a way as to eliminate or prevent the City’s ability to ban or prohibit Marijuana Treatment Center Dispensing Facilities within the city, upon the effective date of such, an automatic one-year moratorium shall go into place on the acceptance, processing and approval of Marijuana Treatment Center Dispensing Facilities (including by way of acceptance, proceeding and approval of applications for development orders and permits) within the City limits in order to give the City time to evaluate changes in the applicable law, the City’s ability to regulate such uses and activities and potentially enact local legislation regarding the same. Such one-year moratorium may be terminated early through resolution ordinance of the City Commission of Port St. Joe, Florida.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether or substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION 6. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 7. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of Port St. Joe, Florida.

ADOPTED this ____ day of _____, 2019 by the City Commission of Port St. Joe, Florida.

CITY COMMISSION OF
PORT ST. JOE, FLORIDA

ATTEST:

By: _____
Rex Buzzett, Mayor

By: _____
Charlotte M. Pierce, Clerk

ORDINANCE NO. 559

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING THE CITY OF PORT ST. JOE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR ADDITIONAL LAND USES UNDER ARTICLE III, SECTION 3.04, DISTRICT R-2A IN SPECIFICLY DEFINED AREAS; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described in Exhibit A, attached hereto and made a part hereof (hereinafter "Property") was platted as part of the City of Port St. Joe in 1937; and

WHEREAS, the City Commission having found that expanded land use allowances within those specifically identified Property located within Article III, Section 3.04, District R-2A, of the land Development Code, is in the best interest of the City; and

WHEREAS, the Property consists of primarily residential property; and

WHEREAS, the current allowances for the Property creates hardship for the owners of individual lots within the Property area due certain City Land Development Regulations prohibitions;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE:

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. From and after the effective date of this ordinance, Land Development Regulation Code, Article III, Section 3.04, District R-2A is amended to read as follows (text stricken and amended shall be delineated as follows, ~~stricken~~; new text added, underlined):

1. R-2A single-family district.
 - a. Uses permitted in R-2A: Any uses permitted in the VLR and R-1 district.
 - b. Building height limit: No building shall exceed 35 feet in height, except as provided in subsection 3.10(3).
 - c. Floor area required: No building shall be constructed in subdistrict R-2A of less than 800 square feet of living area. In computing the floor space as provided above the areas occupied by porches, patios, terraces, attached garages, carports or nonroofed areas shall be excluded.

- d. No home occupations shall be allowed in subdistrict R-2A.
- e. Front yard required: There shall be a front yard not less than 20 feet deep measured to the front line of the building. Where lots comprising 25 percent or more of the frontage on the same street within the block are developed with buildings having an average yard with a variation in depth of not more than six feet, no building hereafter erected or structurally altered shall project beyond the average front yard so established, provided the front yard shall not exceed 30 feet. Where the distance between dwellings on adjacent lots is 150 feet or more, the next above yard requirements will not apply. Where interior lots have a double frontage, the required front yard shall be provided on both streets, but no more than 30 percent of the total need be used for front yards.
- f. Side yard required: There shall be a side yard on each side of a lot, having a width of more than 50 feet, of at least ten feet. On lots of record as of October 3, 1995 having widths of 50 feet or less, the side yard on each side of the lot shall be no less than seven feet.
- g. Rear yard required: There shall be a rear yard of not less than 20 feet. On corner lots there shall be a setback of not less than 15 feet.
- h. No more than seven units per acre shall be allowed in district R-2A and intensity shall be no more than 60 percent lot coverage.
- i. Single-family sectional or modular homes shall be allowed within the boundary of the Property designated in Exhibit "A" so long as they meet any and all State and Federal regulations applicable thereto and all other requirements of the Ordinances, rules, and regulations of the City of Port St. Joe. Those State and Federal regulations are incorporated herein by reference.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES. It is the intent of the City Commission of the City of Port St. Joe that the provisions of this ordinance shall become and be made a part of the City of Port St. Joe's Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5 REPEALER. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish the provisions of this Ordinance within the Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained.

SECTION 7. This Ordinance shall take effect immediately upon passage.

THIS ORDINANCE ADOPTED this the _____ day of _____

**BOARD OF CITY COMMISSIONERS
PORT ST. JOE, FLORIDA**

WILLIAM REX BUZZETT
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

EXHIBIT A

The 300 Block of Avenue A all having frontage along Avenue A, Port St. Joe, Florida which is more specifically described within the following listed parcel identification numbers located in the public records of Gulf County, Florida;

1. 05995-00R
2. 05998-000R
3. 06000-000R
4. 06002-000R
5. 06004-000R
6. 06022-000R
7. 06006-000R
8. 06008-000R
9. 06011-000R
10. 06013-000R
11. 06013-000R
12. 06017-000R
13. 06021-000R

Home Property

Taxes

Production

Region (Role=

TRIM Return To Levies Utilities Log Off **Principal Authority) (User= TA33003) (Year=2019) (County=33)**
DR-420 DR-420 TIF DR-420 MMP

Form: DR-420.aspx **County:** GULF **Principal Authority ID:** 256 **Taxing Authority ID:** 256
Levy ID: 322 **MultiCounty ID:** 0

Entity	Description	Type	County
Principal Authority	CITY OF PORT ST JOE	City	33
Taxing Authority	CITY OF PORT ST JOE	Principal Authority	33
Levy	GENERAL FUND	Local	33

Status 420: (5) Principal Authority 420 In Progress **Status 422:** (1) Property Appraiser 422 Assigned

Don't forget to complete the DR-420TIF and DR-420MMP forms.

- **Record Updated Successful**
- **Proposed Millage should match on DR-420 and DR-420 MMP forms.**

Save

Back

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Print All PDFs

Millage cap

DR-420 Form Section I			
1.	Current year taxable value of real property for operating purposes	1.	\$ 271,452,241
2.	Current year taxable value of personal property for operating purposes	2.	\$ 15,786,806
3.	Current year taxable value of centrally assessed property for operating purposes	3.	\$ 362,629
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	4.	\$ 287,601,676
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	5.	\$ 1,202,098
6.	Current year adjusted taxable value (Line 4 minus Line 5)	6.	\$ 286,399,578
7.	Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	7.	\$ 307,812,673
8.	Number of TIF Work Sheets	8.	2
9.	Number of DEBT Work Sheets	9.	0

DR-420 Form Section II			
10.	Prior year operating millage levy (if prior year millage was adjusted then use adjusted millage from Form DR-422.)	10.	3.5914
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10 divided by 1000)	11.	\$ 1,105,478
12.	Amount, if any, paid or applied in prior year because of an obligation measured by a dedicated increment value (Sum of either Line 6c or Line 7a for all DR-420TIF forms)	12.	\$ 0
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	13.	\$ 1,105,478
14.	Dedicated increment value, if any (Sum of either line 6b or Line 7e for all DR-420TIF forms)	14.	\$ 0
15.	Adjusted current year taxable value (Line 6 minus Line 14)	15.	\$ 286,399,578
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	16.	3.8599
17.	Current year proposed operating millage rate	17.	3.5914
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	18.	\$ 1,032,893
21.	Is millage levied in more than one county? (check one)	21.	<input type="radio"/> Yes <input checked="" type="radio"/> No
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP HERE			
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	22.	\$ 1,105,478
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	23.	3.8599
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	24.	\$ 1,110,114
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)%	25.	\$ 1,032,893
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	26.	3.5914
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)	27.	% -6.96

Save

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Print All PDFs

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT NUMBER DM011 ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Port St. Joe, Florida ("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 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, 2019 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2021 (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 **Three Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$312,500.00)** in consideration for Grantee's performance under this Agreement. DEO may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. 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/Auditing/Reference Guide For State Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference%20Guide%20For%20State%20Expenditures.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. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/_Questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. MODIFICATION

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, 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. The Grantee 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, the 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 the Grantee keeps and maintains public records upon completion of this Agreement, the 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 withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (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 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.; (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

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. 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 authorized distributors, dealers, resellers, or service representatives.

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. 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.

L. 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.

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.

M. 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 the responsible parent or guardian of the recipient when authorized by law.

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 by 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 the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. 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 the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the 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 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.

O. 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, as both terms are defined in DEO Policy Number 5.01, 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.

P. 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 nonconsumable 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.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, 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.

S. 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.

T. 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.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida's Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov>

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

V. NOTIFICATION 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.

W. 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.

X. ASSIGNMENTS

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*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies 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. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. 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.

Z. 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 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. 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 files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 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.

AA. INDEMNIFICATION

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.

1. 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.

2. 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 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.

3. 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.

4. 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.

BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City of Port St. Joe	Charlotte Pierce
Post Office Box 278	305 Cecil G. Costin Sr. Boulevard
Port St. Joe, FL 32457	Port St. Joe, FL 32456
(850) 229-8261	(850) 229-8261
cpierce@psj.fl.gov	cpierce@psj.fl.gov

DEO's Agreement Manager:

Beth Frost, FCCM
107 East Madison Street, B-047
Tallahassee, FL 32399
Phone: (850) 245-7390
beth.frost@deo.myflorida.com

CC. 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" 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, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (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 third business day following 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]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all 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 PORT ST. JOE, FLORIDA

By _____
Signature

Brian McManus
Chief of Staff

Title

Date _____

By _____
Signature

Rex Buzzett
Mayor/Commissioner

Title

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. PROJECT DESCRIPTION: The 2019-2020 General Appropriations Act, line 2314A, appropriated Three Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$312,500.00) to the City of Port St. Joe ("Grantee") to assist in construction of a new City Hall/Police Department/Fire Department complex (the "Complex") to replace the facilities damaged during Hurricane Michael. Funds shall be used for land acquisition, planning and design, and preliminary site preparation.

2. GRANTEE RESPONSIBILITIES: Grantee shall complete the following tasks:

2.1 Land Acquisition: Identify and purchase property suitable for the Complex. Grantee shall provide to DEO's Agreement Manager a copy of closing documents showing transfer of property to Grantee.

2.2 Planning and Engineering

2.2.1 Conduct planning review to ensure the Complex is in compliance with the City's Comprehensive Plan and Land Development Regulations.

2.2.2 Complete structural design and site plan for the Complex.

2.3 Architectural Renderings: Complete final blueprints for the Complex. Grantee shall provide DEO's Agreement Manager a copy of the final blueprints.

2.4 Site Preparation: Clearing, grubbing and grading site in preparation for construction.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee.

4. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable 1 – Land Acquisition		
Tasks	Minimum Level of Service	Financial Consequences
Purchase property suitable for location of the Complex in accordance with Section 2.1 of this Scope of Work.	Complete acquisition of property in accordance with Section 2.1 of this Scope of Work. As evidence of completion, Grantee shall provide to DEO's Agreement Manager: a) a copy of the closing documents showing purchase of property by Grantee; and b) an invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment for this deliverable.
		Deliverable 1 - \$232,500.00

Deliverable 2 – Planning and Engineering		
Tasks	Minimum Level of Service	Financial Consequences
Complete plan review and engineering activities in accordance with Section 2.2 of this Scope of Work.	Complete plan review and engineering activities in accordance with Section 2.2 of this Scope of Work. As evidence of completion, Grantee shall provide to DEO's Agreement Manager: a) a memorandum identifying the section(s) of the City's Comprehensive Plan and Land Development Regulations that were reviewed and certifying that the project is in compliance; b) copies of structural design and site plans; and c) an invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment for this deliverable.
Deliverable 2 - \$30,000.00		
Deliverable 3 – Architectural Renderings		
Tasks	Minimum Level of Service	Financial Consequences
Create architectural activities in accordance with Section 2.3 of this Scope of Work.	Complete architectural activities in accordance with Section 2.3 of this Scope of Work. As evidence of completion, Grantee shall provide to DEO's Agreement Manager: a) a copy (in digital or hard copy format) of the final blueprints for the Complex, and b) an invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment for this deliverable.
Deliverable 3 - \$30,000.00		
Deliverable 4 –Site Preparation		
Tasks	Minimum Level of Service	Financial Consequences
Complete site preparation activities in accordance with Section 2.4 of this Scope of Work.	Complete site preparation activities in accordance with Section 2.4 of this	Failure to complete the Minimum Level of Service shall result in non-payment for this deliverable.

	<p>Scope of Work. As evidence of completion, Grantee shall provide to DOE's Agreement Manager: a) completed AIA Forms G702 and G703, signed by a licensed professional, certifying that the tasks identified in Section 2.4 of this Scope of Work have been completed, and b) an invoice package in accordance with Section 6 of this Scope of Work.</p>	
		Deliverable 4 - \$20,000.00
TOTAL AWARD NOT TO EXCEED \$312,500.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table 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 Grantee incurred 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 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

1. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, the Minority and Service-Disabled Veteran Business Enterprise Report, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Quarterly, Grantee shall provide a 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 and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount

of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: [https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference Guide For State Expenditure s.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference%20Guide%20For%20State%20Expenditures.pdf). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Photographs of completed site work;

6.2.5 A copy of all supporting documentation for vendor payments;

6.2.6 Document administrative costs by providing copies of invoices for purchases of materials and equipment directly related to the project and proof of payment (e.g., credit card slips, fronts and backs of canceled checks, or a zero balance noted on invoices). For costs related to employee salaries, the following documentation shall be required:

- 6.2.6.1 Identification of each employee who performed tasks under this Agreement;
 - 6.2.6.2 Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
 - 6.2.6.3 Payroll register or similar documentation that shows the employees' gross salary, fringe benefits, other deductions and net pay.
- 6.2.7 A copy of the cancelled check(s) specific to the project; and
- 6.2.8 A copy of the bank statement that includes the cancelled check(s).

7. RETURN ON INVESTMENT: [If applicable; OGC to delete if not] Grantee is required to provide, on or before July 31, 2019, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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 section 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 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 section 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 section 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 # 130, 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 # 130, 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

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY; CSFA 40.012; LOCAL
ECONOMIC DEVELOPMENT INITIATIVES - \$ 312,500.00***

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

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***
2. ***N/A***
3. ***N/A***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., 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 -

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 agreement, 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 s. 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 agreement, 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 CFR 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

From : KK Storm / KaiserKane Storm

To : City of Port St Joe

ATTN : Jim Anderson, City Manager

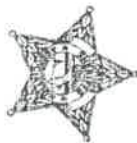
Mr. Anderson,

KKS is in negotiations with FDEP St. Joe Preserve to remove the storm surge debris from the areas in the preserve that have been affected by Hurricane Michael. KKS has been discussing the site the City has on the 40 acre site by the Child Development Center, and the need to grind & dispose of the existing pile at this site. KKS proposes to grind & remove the existing vegetative debris at the site, for trade off for KKS to utilize the site as a DDMS to manage, reduce, and haul out the C&D & VEG debris we remove from the St Joe Preserve. If awarded, KKS will grind and remove the existing VEG debris at the site while also using the site as a DDMS. The City would need to request FDEP to issue a DDMS Permit for managing C&D and Vegetative Disaster Debris, and list KKS as Site Operator. KKS requests the City of Port St Joe to allow KKS until the end of December to have all debris removed and the site restored. The existing pile is estimated to be 20,000 cubic yards. The normal rate KKS would charge is \$4 per cubic yard to grind and remove the mulch. KKS will perform this service at no cost to the City with the agreement & understanding that KKS will utilize this site as a DDMS (Disaster Debris Management Site) for the storm debris KKS removes from the St Joe Preserve, and will have the site clean and restored by the end of December 2019. KKS also requests The City to assist in making a better temporary entrance road coming off the County Road leading into the site. Please let me know if there are any other concerns.

Mark Garrison


President

KK Storm



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES
1/2 TON CREW CAB PICKUP TRUCK - 4X4
SPECIFICATION #58**

2019 Ford F-150 XL (W1E)

The Ford F-150 XL (W1E) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$26,656.00	\$26,744.00	\$26,668.00	\$26,744.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



Product Quotation

Quotation Number: HMM-10460
Date: 2018-08-06 07:34:51

Ship to

Bobcat Dealer

ORDERS TO BE PLACED WITH:
Contact: Heather Messmer

CITY OF PORT ST JOE
Attn: TOMMY
305 CECIL G. GOSTON SR
BLVD
PORT ST JOE, FL 32456

Bobcat of Dothan, Dothan, AL
3425 NAPIER FIELD ROAD
DOTHAN AL 36303
Phone: (334) 984-2444
Fax: (334) 984-2452

Contact: Heather Messmer
E Mail:
heather.messmer@doosan.com

Clark Equipment Company
dha Bobcat Company
250 E Beaton Dr, PO Box 6000
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 701-280-7860
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description

T740 T4 Bobcat Compact Track Loader

74 HP Turbo Tier 4 Diesel Engine
Air Intake Heater (Automatically Activated)
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard Controls with Power Assist
Engine/Hydraulic Systems Shutdown
Horn
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights

Part No	Qty	Price Ea.	Total
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M0277	1	\$46,917.87	\$46,917.87
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Lift Arm Support
Lift Path: Vertical
Lights, Front & Rear
Operator Cab
Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Belt
Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)
Parking Brake: Spring Applied, Pressure Released (SAPR)
Tracks: Rubber, 17.7" wide
Machine Warranty: 12 Months, unlimited hours
Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

Factory Installed Power Bob-Tach

O51 Option Package

M0277-P01-O51	1	\$805.19	\$805.19
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Cab Accessories Package

Selectable Joystick Controls (SJC)
Attachment Control Kit
Telematics US
96" Dozer Blade, 6-Way

M0277-R01-C04	1	\$1,883.57	\$1,883.57
M0277-R28-C02	1	\$147.12	\$147.12
M0277-R31-C02	1	\$0.00	\$0.00
7105781	1	\$4,869.70	\$4,869.70

Total of Items Quoted
Dealer Assembly Charges
Trade-in \$205
Quote Total - US dollars

\$54,623.45
\$52.50
(\$10,000.00)
\$44,675.95

Notes:

Florida State Contract - 22101000-15-1

***Terms Net 30 Days. Credit cards accepted.**

***FOB Origin - Prepay and Add to Quote**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____

Sign: _____

Date: _____



Dewberry Engineers Inc.
324 Marina Drive
Port Saint Joe, FL 32456

850.227.7200
850.227.7215 fax
www.dewberry.com

July 12, 2019

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: Patton Park Subdivision Sewer
Professional Services Proposal

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services. It is our understanding the City wishes to extend gravity sewer to serve the Patton Park Subdivision. Per the attached sketch, it is anticipated Lots 1-3 will connect to an existing manhole on Dupont Drive and Lots 4-6 will connect to an existing manhole on Mimosa Avenue. This project will include survey, design, and FDEP permitting. The following list defines the services that will be provided in order to complete this project:

A. SURVEY, DESIGN & PERMITTING

- Topographic survey of the project areas along Dupont Drive and Mimosa Avenue including locating tops and inverts of existing manholes
- Design gravity sewer collection system improvements including necessary details and specifications
- Prepare and submit FDEP Wastewater Collection System Permit Application
- Respond to all Requests for Additional Information from FDEP
- Provide plans, details, and specifications that conform to the City's standards for sewer system construction
- Prepare and submit FDEP Clearance Request

TOTAL PROPOSED FEE: \$5,250.00

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.571.1217.

Sincerely,

Clay Smallwood, P.E.
Project Manager

Accepted By: _____

Date: _____

K:\019.000 City of Port St. Joe\Proposal\071219 Anderson.docx

LONG AVENUE - GUARDRAIL REPLACEMENT

ITEM NO	ITEM DESCRIPTION	UM	QTY	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	EA	2.00	\$ 1,650.00	\$ 3,300.00
102-1	MAINTENANCE OF TRAFFIC	EA	2.00	\$ 1,650.00	\$ 3,300.00
536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	225.00	\$ 27.50	\$ 6,187.50
536-7	SPECIAL GUARDRAIL POST	EA	20.00	\$ 165.00	\$ 3,300.00
536-73	GUARDRAIL REMOVAL-CONCRETE POSTS	LF	125.00	\$ 11.00	\$ 1,375.00
536-85-24	GUARDRAIL END ANCH. ASSY/END TREATMENT-PARALLEL	EA	1.00	\$ 3,300.00	\$ 3,300.00
536-85-26	GUARDRAIL END ANCH. ASSY/END TREATMENT-TYPE CRT	EA	3.00	\$ 3,300.00	\$ 9,900.00
					\$ 30,662.50

8TH STREET - GUARDRAIL REPLACEMENT

ITEM NO	ITEM DESCRIPTION	UM	QTY	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	EA	2.00	\$ 1,650.00	\$ 3,300.00
102-1	MAINTENANCE OF TRAFFIC	EA	2.00	\$ 1,650.00	\$ 3,300.00
536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	200.00	\$ 27.50	\$ 5,500.00
536-73	GUARDRAIL REMOVAL-CONCRETE POSTS	LF	200.00	\$ 11.00	\$ 2,200.00
536-85-24	GUARDRAIL END ANCH. ASSY/END TREATMENT-PARALLEL	EA	4.00	\$ 3,300.00	\$ 13,200.00
					\$ 27,500.00

Code Enforcement 2019Activity
As of 7/10/2019

		Open			Closed			Total			Increase
Unlawful Accumulation		50			68			118			16
Substandard Structure		82			12			94			
Abandoned Vehicle		7			5			12			
Unlawful Sewer											
Land regulation Violation		43			46			89			6
Business Lic. Violation											
Special Master Hearings											
Building Demolition		5			63			68			
Waste Violation		18			41			59			5
Sign Violation		1			504			505			9
Total		206	Total		730	Total		936	Total		36