

CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, May 8, 2018 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the May 8, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



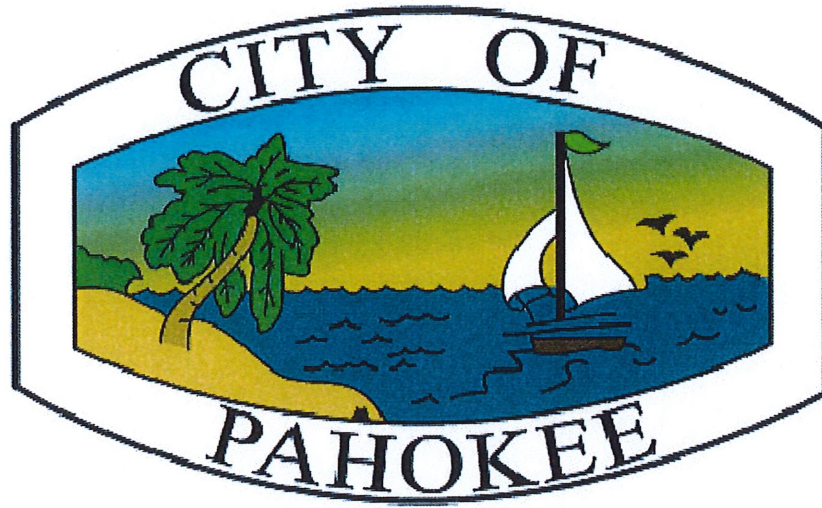
# AGENDA

## CITY COMMISSION OF THE CITY OF PAHOKEE

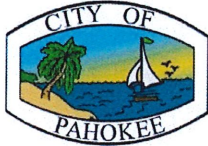
REGULAR COMMISSION MEETING

TUESDAY, May 8, 2018 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **April 24, 2018 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
  - 1. **RESOLUTION 2018 – 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE APPROVAL OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY DATED JULY 13TH, 2017, AND APPROVING AN AMENDMENT NUMBER ONE TO THE SCOPE OF WORK BY DELETING THE FISHING PIER.**
  - 2. **RESOLUTION 2018 – 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING A CONTRACT BETWEEN THE CITY AND EDSA FOR A VISION PLAN FOR THE CITY DATED JULY 7, 2017.**
- H. ORDINANCE:
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2018 – 21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR A CONTRACT FOR JANITORIAL SERVICES AT 360 EAST MAIN STREET WITH HOLMES JANITORIAL CLEANING SERVICES FOR THE PERIOD FEBRUARY 21, 2018 TO SEPTEMBER 30, 2018.**
  - 2. **RESOLUTION 2018 – 22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING BUDGET AMENDMENTS No. 4 IN THE AMOUNT OF \$55,000.00, TO THE 2017 - 2018 FISCAL YEAR BUDGET.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
  - 1. **Municipal Clerks Week**
  - 2. **Kids to Parks Day**
  - 3. **Senior Corps Week**
- L. PRESENTATIONS:
  - 1. **Pahokee Middle School's Robotics Team**
  - 2. **Leonard Mobile Tires – Business of the Month**
  - 3. **Regina Bernice Butler Daycare – Business of the Month**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



# MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, April 24, 2018**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on April 24, 2018.

The meeting was called to order by Mayor Babb at 7:06p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia Hill	Present
	Vice Mayor Clara Murvin	Present
	Commissioner Diane Walker	Present ( <i>via phone</i> )
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Feaman	Present
	City Clerk Tijauna Warner	Present

**Additions, Deletions, and Approval of Agenda Items:**

Mr. Williamson requested deleting Pahokee Middle School's Robotics Team from the agenda and adjusting the agenda order to place presentations at the top of the agenda.

**Approval of the Agenda with amendments.**

**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**

**Motion carried unanimously.**

**Citizen Comments (Agenda Items Only):**

Three (3) comment cards were submitted Mr. Mark Miller, Mr. Robert Lambert, Mr. Robert Miller and Lynda Moss; each individual withdrawn they comment card.

**Public Service Announcements:** (*none*)

**Approval of Minutes:**

1. **March 27, 2018 Regular Scheduled Commission Meeting**

**Approval of March 27, 2018 Regular Scheduled Commission Meeting.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried (4) Aye; (1) Nay. (Walker)**

2. **April 10, 2018 Regular Scheduled Commission Meeting**

**Approval of April 10, 2018 Regular Scheduled Commission Meeting.**  
**Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.**  
**Motion carried unanimously.**

**Consent Agenda:** (none)

**Ordinances:** (none)

**Resolutions:**

*Mr. Brandenburg read Resolution 2018 - 18 into the record.*

1. **RESOLUTION 2018 – 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**

**Approval of Resolution 2018 - 18.**  
**Motion by Commissioner Hill. Seconded by Vice Mayor Murvin.**  
**Motion carried unanimously.**

**Public Hearings:**

*Mr. Brandenburg read Ordinance 2018 - 18 into the record.*

1. **ORDINANCE 2018 – 01 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**

*Public Hearing Opened: 7:19pm*

*Public Hearing Closed: 7:20pm*

**Approval of Ordinance 2018 – 01 (second reading).**  
**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**  
**Motion carried unanimously.**

**Proclamations:**

1. **National Small Business Week**

**Approval of National Small Business Week.**  
**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**  
**Motion carried unanimously.**

**Presentations:**

1. **Genesis Vasquez – Lawn of the Month**

*Vice Mayor Murvin presented Ms. Genesis Vasquez and Mr. Ernesto Vasquez with a certificate for Lawn of the Month.*

*Communication with Commissioner Walker lost via landline.*

**Report of the Mayor:**

Mayor Babb thanked everyone for participating in the Great American Clean-up and acknowledged staff and the Chamber of Commerce for partaking in the event. Mayor Babb would like to present keys to the city to a citizen that doesn't live in the City of Pahokee and gave a brief explanation. He recommended the City Commission have a workshop to discuss the City Manager's Contract and to suggest any amendments that are needed.

- Mr. Williamson advised a workshop isn't needed and the Commission could meet with him individually to discuss.

#### **Report of the City Manager:**

Mr. Williamson announced great news for the City of Pahokee is coming soon from the Department of Environmental Protection. He gave an updated on Commissioner's Park and advised we are moving forward. He informed the community that the bid for Glades Citizens Villas was out as well. Mr. Williamson announced there will be small renovation conducted in Parks and Recreations and gave a brief description of projects within Parks and Recreations. He gave an in depth report of the Great American Clean-up and the future expectation of Code Enforcement.

#### **Report of the City Attorney:**

##### **1. Technomarine Contract**

Mr. Brandenburg explained the Technomarine Contract and advised the Commission that the City Manager will make a recommendation on how to process on these items.

- Mayor Babb recapped the situation with Technomarine from the previous commission meeting and a discussion ensued.

#### **Approval of Cancelling the Technomarine Contract and fourteen (14) days for Technomarine to return the \$125,000.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried (4) Ayes; (1) Absent. (Walker)**

#### **Old Business (none)**

#### **New Business:**

##### **1. Palm Beach County League of Cities Voting Delegate Form**

*Voting Delegates in order as follows: Mayor Keith W. Babb, Jr., Vice Mayor Clara Murvin, Commissioner Benny L. Everett, III., Commissioner Felisia Hill and Commissioner Diane Walker.*

#### **Approval of Palm Beach County League of Cities Voting Delegate Form.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried (4) Ayes; (1) Absent. (Walker)**

#### **Citizens Comments:**

Ms. Catherine Marvez (*resident*) expressed concerns with commission activities in the last two (2) meetings, but many of the issues that she had have been addressed. She explained her years of experience in management and offered some advice to the City Commission.

Ms. Olivia Clark (*Breath of Life*) explained her situation with trying to receive business license and asked for the City Commission assistance.

Ms. Sharon Colvin (*resident*) informed the City Commission of garbage being dumped on Bacom Point Road across from the condos.

Mr. Carl Morrison, Sr. (*resident*) explained that the City Commission meeting are not designed to get input from he citizen with the three (3) minute comment cards and asked the City Commission to have a Town Hall Meeting.

Ms. Pearl Freeman (*resident*) asked the City to turn the fishing pier lights on.

- Mr. Williamson replied we can check on that for you.

Ms. Lynda Moss (*resident*) applauded the Commission on the actions they took, expressed support for Ms. Olivia Clark business license and gave the City Commission advice on keeping an attendance record for meetings with the City Manager.

Ms. Gwendolyn Asia-Holley (*non-resident*) expressed concerns with the rental agreement requiring signatures from departments that has nothing to do with the actual renting.

- Mr. Williamson replied that's a standard application and she can come to his office to get those signatures waived.

**City Commission Comments:**

Vice Mayor Murvin explained the amount of trash that was seen during the Great American Clean-up and advised that we need all in to take part in keeping our city clean. She informed that this would help the Commission bring investors into the city.

**Approval of hosting a Town Hall Meeting Quarterly.**

**Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.**

**Motion carried (4) Ayes; (1) Absent. (Walker)**

Vice Mayor Murvin announced Pahokee is moving forward and thanked Mr. Lambert for supporting the City of Pahokee.

Commissioner Everett thanked staff for their work and attitude during the Great American Clean-up. He suggested that every citizen has to participate, if they see anyone illegally dumping to report it. Commissioner Everett inquired is there a delay with the Old Pahokee High School.

- Mr. Williamson explained once he get that second quote, he will draft a bid to move forward with the renovation of Old Pahokee High School.

Commissioner Everett advised we need to celebrate the City for being featured in the Quality Cities Magazine, but he expressed concerns with small/medium businesses having issue with starting business in the City. He suggested that we do a better job and explained. Commissioner Everett informed the community that he's in support of Vice Mayor Murvin request for the Town Hall meetings and gave a brief description of his support. He expressed concerns with Housing Authority helping to assist with the City bringing housing into the City of Pahokee. Commissioner Everett informed the community that he try to be as transparent as possible and gave details of his transparency.

Commissioner Hill thanked everyone for coming out.

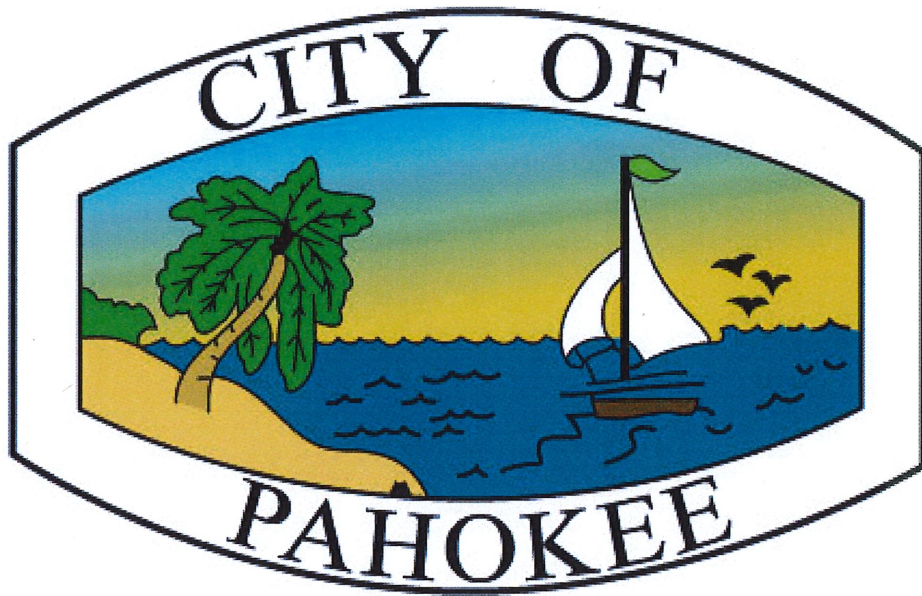
There being no further business to discuss, Mayor Babb adjourns the meeting at 8:35p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



# **CONSENT AGENDA**



**RESOLUTION 2018 – 19**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING THE APPROVAL OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY DATED JULY 13<sup>TH</sup>, 2017, AND APPROVING AN AMENDMENT NUMBER ONE TO THE SCOPE OF WORK BY DELETING THE FISHING PIER.**

**WHEREAS**, the City of Pahokee was awarded a 1.2 million dollar Department of Economic Opportunity (DEO) grant, with funds intended for the design and construction of a fishing pier and various other improvements to the City marina and park property; and

**WHEREAS**, the City and DEO have mutually agreed to delete the fishing pier from the Scope of Work.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The approval and execution of the July 13, 2017, grant is ratified.

**Section 2.** The Mayor is authorized and directed to execute Amendment Number One to the grant agreement, deleting the fishing pier from the Scope of Work.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of May, **2018**.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

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**AMENDMENT NUMBER ONE  
TO GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
THE CITY OF PAHOKEE, PALM BEACH COUNTY,FLORIDA**

On July 13, 2017, the State of Florida, Department of Economic Opportunity (“DEO”), and the *the City of Pahokee, Palm Beah County, Florida* (“Grantee”), entered into Grant Agreement SL030 (“Agreement”) for *One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)* to assist in creting a state of the art marina facility on the existing grounds of the Pahokee Marina Campground site.

**WHEREAS**, Section 2.1 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. Attachment 1, Scope of Work, Section 2., 2.2 Construction Phase is hereby replaced with the following:

**2.2 CONSTRUCTION PHASE:**

**Grantee shall:**

**2.2.1** Purchase and install lighting, control panel and pad, and camera security system;

**2.2.2** Purchase and install construction materials for the Pavilion;

**2.2.3** Purchase and install pre-fabricated restrooms;

**2.2.4** Purchase and install security fencing (seawall) and gate;

**2.2.5** Pave and pour concrete for the construction of the parking lot;

**2.2.6** Perform upgrades to the petroleum pump systems;

**2.2.7** Perform upgrades to the restrooms and laundry rooms;and

**2.2.8** Perform construction close-out activities include the assembly of final construction documentation and manuals and all necessary waste removal and disposal.

**2.3** During the term of this Agreement and to the extent required by law, the Grantee shall perform in accordance with the provisions of Chapter 255, F.S.

**Agreement # HL081**

- 2. All other terms and conditions not in conflict with this Amendment remain in full force and effect and are to be performed as specified in the Agreement.

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HL081, as amended. This Amendment is effective on the date the last Party signs this Amendment.

**CITY OF PAHOKEE**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By \_\_\_\_\_  
 Signature  
**Keith W. Babb, Jr.**

Title Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
 Signature

Title Chris Peary  
 Chief of Staff

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: \_\_\_\_\_

Agreement # *HL081*

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

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

**1. GRANTEE AGREES:**

**1.1 PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

**1.2 TYPE OF AGREEMENT:** This Agreement is a *cost reimbursement* agreement.

**1.3 AGREEMENT PERIOD:** This Agreement shall begin on July 1, 2017 and end on June 30, 2018. DEO shall not pay Grantee’s costs related to this Agreement outside of the Agreement Period. DEO may, at DEO’s sole and absolute discretion, give Grantee an extension when necessary due to events beyond Grantee’s control, subject to both funds availability and Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO at DEO’s sole and absolute discretion.

**1.4 AGREEMENT PAYMENT AND ANNUAL APPROPRIATION CONTINGENCY STATEMENT:** DEO shall pay Grantee up to *one million two hundred thousand dollars and zero cents (\$1,200,000.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not create DEO’s default under this Agreement, but DEO agrees to notify Grantee in writing at the earliest possible time when funds are not appropriated or available.

**1.5 REQUIREMENTS OF SECTION (S.) 287.058(1) (A) TO (I), FLORIDA STATUTES (F.S.):**

Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

**1.5.1** If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S.

**1.5.2** DEO shall have the right to unilaterally cancel this Agreement for Grantee’s refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in

conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

**1.5.3** Grantee shall perform all tasks contained in Attachment 1, **SCOPE OF WORK**, attached hereto and incorporated herein.

**1.5.4** DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the Scope of Work in accordance with the "Minimum Level of Service" or "Performance Measures"; and (2) gives Grantee written notice of same.

**1.5.5** Grantee shall comply with all criteria stated in the Scope of Work and final date by which such criteria must be met for completion of this Agreement.

**1.5.6 Renewal:** This Agreement may not be renewed.

**1.5.7** If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Attachment 1, **SCOPE OF WORK**, attached hereto and incorporated herein.

**1.5.8** Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

## **1.6 LAWS APPLICABLE TO THIS AGREEMENT:**

**1.6.1** Grantee agrees that this Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of the **DISPUTE RESOLUTION** section of this Agreement, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

**1.6.2** If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

**1.6.3** DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide

any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2.

#### **AUDIT REQUIREMENTS.**

**1.6.4** Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

**1.6.5 Public Entity Crime:** Pursuant to s. 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list.

**1.6.6 Limitations on Advertising of Agreement:** 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.

**1.6.7 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.

#### **1.6.8 Mandatory Disclosure Requirements:**

**1.6.8.1 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.

**1.6.8.2 Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in the **LAWS APPLICABLE TO THIS AGREEMENT** section of this Agreement above for a period of 36 months from the date of being placed on the convicted vendor list.

**1.6.8.3 Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria.

**1.6.8.3(1)** Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.

**1.6.8.3(2)** If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three years after the date of DEO's determination of false certification by the Grantee.

**1.6.8.3(3)** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**1.6.8.4 Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

**1.6.9 Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report

such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**1.6.10 Information Release:**

**1.6.10(1)** Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

**1.6.10(2)** If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

**1.6.10(3)** DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

**1.6.10(4)** Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

**1.6.10(5)** If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal 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 the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

**1.6.10(6)** Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.



**1.6.10(7)** In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

**1.6.10(8)** Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**1.6.10(9) 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](mailto: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.**

**1.6.11 Funding Requirements of s. 215.971(1), F.S.:**

**1.6.11(1)** Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

**1.6.11(2)** Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

**1.6.11(3)** Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

## **1.7 GRANTEE PAYMENTS:**

**1.7.1** Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:

**1.7.1(1)** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

**1.7.1(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. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

**1.7.1(3)** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

**1.7.2** At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**1.7.3** Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under the Agreement.

**1.7.4** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>.

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

**1.9 RETURN OR RECOUPMENT OF FUNDS:**

**1.9.1** Grantee shall refund to DEO any overpayments due to unearned or disallowed funds under this Agreement as follows: (a) when Grantee or its independent auditor discovers that an overpayment, Grantee shall automatically repay to DEO such overpayment no later than 40 calendar days after each such overpayment; or (b) when DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 40 calendar days after receiving DEO's notification. 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 shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery.

**1.9.2** If authorized and approved, Grantee may be provided an advance as part of this Agreement.

**1.9.3** Notwithstanding the damages limitations of the **LAWS APPLICABLE TO THIS AGREEMENT** section herein, if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee

will repay such cost or loss in full to DEO within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**1.10 VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**1.11 AUDITS AND RECORDS:**

**1.11.1** Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, 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.

**1.11.2** Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

**1.11.3** Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Attachment 2, **AUDIT REQUIREMENTS**; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

**1.11.4** Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, **AUDIT REQUIREMENTS**. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

**1.11.5** Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**1.11.6** Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, 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](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed **AUDIT COMPLIANCE CERTIFICATION** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

**1.11.7** Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

**1.12 EMPLOYMENT ELIGIBILITY VERIFICATION:** The Governor of Florida's Executive Order 11-116, requires DEO contracts in excess of nominal value to expressly require Grantee to:

**1.12.1.** 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,

**1.12.2** 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.

**1.12.3** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU). The responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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

**1.13 DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

**1.13.1** 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.

**1.13.2** 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.

**1.13.3** 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:

**1.13.3(1)** Grantee will be able to perform the Agreement in accordance with its terms and conditions; and

**1.13.3(2)** 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.

**1.14 ASSIGNMENTS AND SUBCONTRACTS:**

**1.14.1** Grantee shall not assign the responsibility for this Agreement to another party, subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO, subject to DEO's sole and absolute discretion. Any

sublicense, assignment, or transfer occurring without the prior written approval of DEO, shall be null and void.

**1.14.2** Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. Grantee, at its expense, will defend DEO against all subcontractors' claims of expenses or liabilities incurred under subcontracts.

**1.14.3** Grantee shall only use properly trained technicians who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under the Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under the Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

**1.14.4** Upon prior written notice of same to Grantee, Grantee shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

**1.14.5** In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each subcontractor within 7 working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

**1.14.6** Monthly, 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/material suppliers for that period and the project to date. This report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to

provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

**1.15 NONEXPENDABLE PROPERTY:**

**1.15.1** For the requirements of this **NONEXPENDABLE PROPERTY** section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

**1.15.2** 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.

**1.15.3** 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.

**1.15.4** Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

**1.15.5** Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchased or DEO furnished under this Agreement.

**1.15.6** A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

**1.15.7** Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**1.16 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.

**1.17 INFORMATION RESOURCE ACQUISITION:** 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.

**1.18 INSURANCE:** During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement and further described below. 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 re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**1.18.1** 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. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

**1.18.2** DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

**1.18.2(1) Commercial General Liability Insurance:** Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**1.18.2(2) Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the 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.

**1.18.2(3) Other Insurance:** During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

#### **1.19 CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

**1.19.1** 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.

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

**1.19.3** 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.

**1.19.4** Grantee shall 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 his responsible parent or guardian when authorized by law, if applicable.

**1.19.5** 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.

**1.19.6** 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.

**1.19.7** In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of 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.



**1.20 WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to s. 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**1.21 PATENTS, COPYRIGHTS, AND ROYALTIES:**

**1.21.1** 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.

**1.21.2** 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.

**1.21.3** 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.

**1.21.4** 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.

**1.22 INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

**1.22.1** Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

**1.22.2** Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

**1.22.3** Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

**1.22.4** Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

**1.22.5** DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

**1.22.6** At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**1.23 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: [http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

**1.23.1** Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

## **2. GRANTEE AND DEO AGREE:**

**2.1 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 the 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.

**2.2 TIME IS OF THE ESSENCE:** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, *Scope of Work*, and shall be strictly construed.

### **2.3 TERMINATION:**

**2.3.1 Termination Due to the 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.

**2.3.2 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. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. 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.

**2.3.3 Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole and absolute discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**2.4 DISPUTE RESOLUTION:** Unless otherwise stated in Attachment 1, Scope of Work, 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.

**2.5 INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

**2.5.1** 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.

**2.5.2** 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.

**2.5.3** 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.

**2.6 LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the **INDEMNIFICATION** section of this Agreement.

**2.6.1** Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. 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.

**2.7 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 do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**2.8 SEVERABILITY:** If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, in whole or in part, 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.

**2.9 AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**2.10 EXECUTION IN COUNTERPARTS:** 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.

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**2.11 CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS:**

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
City of Pahokee	Chandler Williamson
207 Begonia Drive	207 Begonia Drive
Pahokee, FL 33476	Pahokee, FL 33476
Phone:561-925-5534	Phone: 561-924-5534 ext 2000
	Fax: 561-924-8140
	CWilliamson@cityofpahokee.com

**DEO's Agreement Manager:**

Demetris Thomas

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107 E Madison Street

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Tallahassee Florida 32399

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Phone: 850-245-7393

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Demetris.Thomas@deo.myflorida.com

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In the event that any of the information provided directly above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**2.12 NOTICES:** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with **CONTACT INFORMATION FOR GRANTEE AND DEO CONTRACT** section herein shall be used by the Parties for all communications under this Agreement. 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 facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business 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.

**2.13 ATTACHMENTS AND EXHIBITS:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is 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

**2.14 EXECUTION:** I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

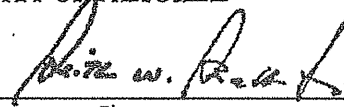
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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF PAHOKEE

By   
Signature

By   
Signature

Title Chris Peary ~~Jim Poppett~~  
Chief of Staff

Title Keith W. Babb, Jr.  
City Mayor

Date 7-13-17

Date 7/6/2017

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: Chantal Hook

Approved Date: 7-11-2017

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## Attachment 1

### SCOPE OF WORK

**1. PROJECT DESCRIPTION:** The 2017-2018 General Appropriations Act, line 2224M appropriated \$1,200,000 to the City of Pahokee (Grantee) for the 2017-2018 fiscal year to assist in creating a state of the art marina facility on the existing grounds of the Pahokee Marina Campground site.

The Grantee envisions this project as a destination upgrade to continue to motivate tourists, environmentalists, campers, and fishermen to visit the City. The improvements will facilitate safe access to and from the Marina Campground site with ample lighting and parking. The improvements will be used to rebrand the City and enhance and foster other business opportunities. The goal is to have a secure fishing pier and campground facility that displays the Lake Okeechobee and fishing industry history of the City.

**2. GRANTEE RESPONSIBILITIES:** Grantee shall complete the following tasks for the pre-construction and construction phases at the Marina Campground site:

#### 2.1 PRE CONSTRUCTION PHASE

**2.1.1** Grantee shall follow the City's procurement policies and procedures in obtaining vendors and contractors to construct the Marina Campground site.

**2.1.2** Grantee shall give to DEO's Agreement Manager copies of completed design and architectural documents, copies of environmental and engineering reports, and professional certifications re: same.

**2.1.3** Grantee shall ensure that each vendor and contractor's agreement contains general terms and conditions re: project administration, project management, and project oversight. Grantee shall ensure that each vendor and contractor's agreement hereunder is managed in accordance with its terms and conditions. Grantee shall provide oversight and quarterly reporting to ensure the timely completion of the tasks on budget.

**2.1.4** Grantee shall acquire and submit to DEO's Agreement Manager copies of all permits, insurance policies, bonds, and surveys.

**2.1.5** In performing all work utilizing the grant funds allocated to the project, the Grantee shall ensure that all contractors fully comply with all applicable local, state, and federal laws, rules, and regulations.

**2.1.6** Grantee shall provide copies of final architectural, structural, and mechanical drawings (the "engineering drawings") to DEO's Agreement manager.

**2.1.7** When applicable, Grantee shall schedule public meetings for bid openings.

**2.1.8** Grantee shall ensure that all plans are prepared and permitted in accordance with all applicable local, State, and federal building and environmental codes, statutes, rules, and regulations.

2.1.9 Grantee shall provide copies of all vendors and subcontractors' agreements to DEO's Agreement manager.

2.1.10 Grantee shall complete timely and periodic construction site inspections.

**2.2 CONSTRUCTION PHASE:**

**Grantee shall:**

2.2.1 Purchase and install lighting, control panel and pad, and camera security system;

2.2.2 Purchase and install construction materials for fishing pier;

2.2.3 Purchase and install construction materials for the Pavilion;

2.2.4 Purchase and install pre-fabricated restrooms;

2.2.5 Purchase and install security fencing (seawall) and gate;

2.2.6 Pave and pour concrete for the construction of the parking lot;

2.2.7 Perform upgrades to the petroleum pump systems;

2.2.8 Perform upgrades to the restrooms and laundry rooms; and

2.2.9 Perform construction close-out activities include the assembly of final construction documentation and manuals and all necessary waste removal and disposal.

2.3 During the term of this Agreement and to the extent required by law, the Grantee shall perform in accordance with the provisions of Chapter 255, F.S.

**3. DEO'S RESPONSIBILITIES: DEO shall:**

3.1 Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the Agreement.

3.2 Perform contract management responsibilities pursuant to the Agreement.

**4. DELIVERABLES:**

Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Pre-Construction Phase</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete all services for the Pre-Construction Phase, as detailed in Section 2.1. of the Scope of Work.	At a minimum, Grantee shall complete one task as specified in Section 2.1.  As evidence of completion, the Grantee shall submit to	Failure to complete one task as specified and submit required evidence and documentation of completion as required to DEO'S Agreement Manager shall result in nonpayment.

	<p>DEO's Agreement Manager the following:</p> <ul style="list-style-type: none"> <li>• Copies of documents as required in 2.A.</li> <li>• A statement from professional engineer and/ or architect certifying the work was performed as required, and</li> <li>• Complete invoice package and reports as defined in Sections 5 and 6 of the Scope of Work.</li> </ul>	
<b>Deliverable 1 - \$135,000</b>		
<b>Deliverable No. 2 Construction Phase</b>		
<b>Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Grantee shall complete all services for the Construction Phase, as detailed in Section 2.2 of the Scope of Work.</p>	<p>Grantee may be allowed reimbursement upon 20%, 40%, 60%, 80% and 100% completion of this deliverable, as evidenced by submission of the following:</p> <ul style="list-style-type: none"> <li>• Dated photographs – before and after completion</li> <li>• Report of construction details.</li> <li>• A statement from professional engineer and/or architect certifying the work was performed as required.</li> </ul>	<p>Failure to complete the minimum performance measures as specified shall result in non-payment.</p> <p>DEO shall withhold 20% of the total Agreement amount until Grantee provides proof to DEO, and DEO accepts that the project is 100% complete.</p>

	<ul style="list-style-type: none"> <li>• Updated construction budget (if applicable).</li> <li>• Complete invoice package and reports as defined in Sections 5 and 6 of the Scope of Work.</li> </ul>	
<b>Deliverable 2 - \$1,065,000</b>		

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimates in order to establish multiple periodic partial payments during the Agreement Period; Provided; however, that the aforementioned deliverable amounts are 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.

**5. REPORTING:**

**5.1 Quarterly:** Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. **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 task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required by section 1.14.6 of this Agreement. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.

**5.2 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 **Funding Requirements of s. 215.971(1), F.S.** 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. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

**6.1 Grantee shall provide one invoice per task for all services rendered during the applicable period of time.**

**6.2** The following documents shall be submitted 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 professional 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** Before and after photographs of the completed work;

**6.2.5** A copy of timesheets and payroll of staff related to the project;

**6.2.6** A copy of an Expenditure report for all costs related to the project;

**6.2.7** A copy of all supporting documentation for vendor payments;

**6.2.8** A copy of the cancelled check(s) specific to the project; and

**6.2.9** A copy of the bank statement that includes the cancelled check.

**6.3** The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**7. RETURN ON INVESTMENT:** Grantee is required to provide, on or before July 31, 2017, 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 in particular, as 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.

**9. 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.

**10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall: (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 as shall not have been terminated by DEO; (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 of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**11. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:** If Grantee has access to confidential information during the course of performing this Agreement: (1) Grantee must implement DEO-approved procedures, compliant with all applicable State and Federal confidentiality requirements, including, but not limited to, s. 443.1715(1), F.S., and 20 Code of Federal Regulations (CFR) part 603, to ensure the protection and confidentiality of data, files and records involved with this Agreement; (2) all Grantee personnel, agents, or contractors performing under this Agreement or assigned to the Agreement project must sign a DEO-provided confidentiality statement; and (3) all Grantee employees working in performance of this Agreement will be appropriately screened in a manner comparable to ss. 435.03 and 435.04, F.S.

**12. 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.

**13. DISPOSITION OF PROJECT PROPERTY:**

**13.1** Pursuant to the **NONEXPENDABLE PROPERTY** section of this Agreement, upon termination of the Agreement period, 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.

**13.2** Grantee shall provide advance written notification to DEO, if during the five year period following the termination of the Agreement period, Grantee proposes to take any action that will

impact its ownership of the Project property or modify the use of the Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.

**13.3** Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

**13.3.1** 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.

**13.3.2** If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in 13.3.1 above, 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.

#### **14. ADVANCE PAYMENT:**

Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

- a) Reconciliation of the advance will insure an overpayment of the grant is not made and will be conducted when three quarters of the grant has been paid.
- b) The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
- c) Grantee must maintain a separate interest-bearing account in a United States (US) banking institution for funds provided under this Contract, and remit interest earned on the account to DEO within 30 days of expiration or termination of the Agreement, or apply interest earned against DEO's obligation to pay under this the Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice documenting expenditures and completeness.

*- 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 part 200 and Section 215.97, 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 Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event 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 non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates 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 by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that 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 Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is



effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED** This part is applicable if the recipient is a non-state 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 September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**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 Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): <u>Audit@deo.myflorida.com</u>	or	Paper (hard copy): Department Economic Opportunity
		MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): <u>Audit@deo.myflorida.com</u>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
------------------------------------------------------------------	----	-------------------------------------------------------------------------------------------------------------------------------------------------

3. Copies of financial reporting packages required by PART II of this agreement 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): <u>Audit@deo.myflorida.com</u>	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, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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**

1. 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.

*- Remainder of Page Intentionally Left Blank -*

**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

State Awarding Agency:	Florida Department of Economic Opportunity
Catalog of State Financial Assistance Number:	40.038
Catalog of State Financial Assistance Title:	Community Development Projects
Total State Award Amount:	\$1,200,000.00

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

1. Grantee shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of this Agreement.

NOTE: Title 2 CFR 200.331, as revised, and section 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 section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of 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





# TECHNOMARINE™

## PRECONSTRUCTION SERVICES AGREEMENT

between

Technomarine Construction, Inc.  
1208 US Highway One, Suite C  
North Palm Beach, FL 33408

and

City of Pahokee  
207 Begonia Drive  
Pahokee, FL 33476

December 4, 2017

This Preconstruction Services Agreement ("Agreement") is entered into by and between TECHNOMARINE CONSTRUCTION, INC., a Florida corporation ("TCI") and CITY OF PAHOKEE, a Florida corporation ("Owner") for services to be provided by TCI to the Owner on the development of marina facilities for the proposed City of Pahokee Marina and Campground Fishing Pier and Wood Deck, and other items as described in Paragraph 2 (the "Marina Facilities") at 190 N Lake Ave, Pahokee, FL 33476 (the "Property").

WHEREAS, TCI is a general contractor with expertise in developing marina facilities worldwide; and

WHEREAS, Owner desires to engage TCI to assist the Owner in developing a plan for the permitting, design, and construction of the Marina Facilities on Owner's Property, prior to the preparation and execution of a design-build agreement for the Project. The advancement and refinement of the Owner's overall plan for the Property, including the design and construction of the Marina Facilities on the Property, are collectively referred to as the "Project"; and

WHEREAS, the parties desire to enter into this agreement in order to define the expectations of each party with regard to the Project, identify the services to be provided by TCI, and outline the process to be followed. The basis of this agreement is a relationship of trust and cooperation between the parties in order to conceptualize a plan for the Project; and

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are accurate as of the date hereof and are incorporated by reference as though fully set forth herein.

2. "Marina Facilities"; as follows:

- a. Fishing Pier
- b. Wood Deck at Restaurant
- c. Lighting / Camera Security Supplies
- d. Paving, Parking Lot, Civil Engineering – in connection with new Fishing Pier
- e. Petroleum Pump and Systems Upgrades
- f. Pavilion construction
- g. Pre-Fabricated Restrooms (2)
- h. Security Fencing (seawall) and Gate
- i. Building upgrades – restroom / laundry

3. Services provided by TCI. TCI will provide the Owner with honest and unbiased advice on how to develop the Project that is in the best interests of the Owner. TCI will provide various preconstruction services as described herein (collectively, the "Preconstruction Services"). The Services may include, but are not limited to, the following:

- a) Gather pertinent information in order to determine the existing conditions at the project site. All documents to be provided by the Owner as available:
  - Site and/or boundary survey documents (hard copy and cad files)
  - Regulatory and/or local permit documents for existing structures
  - Site civil plans showing existing infrastructure in dock area
  - Geotechnical reports for prior docks and/or nearby upland work
  - Documents from any other recent studies or projects (e.g., bathymetric surveys, prior project drawings, etc., that could be relevant to the new facility)
- b) Using information gathered above, along with input from Owner, develop a layout plan for the proposed marina facility considering anticipated dock usage; upland transitions; environmental impacts; channel and FDOT right-of-way offsets; land lease parameters; and cost implications
- c) Review final layout plan and numbers with Owner; obtain Owner approval to move into regulatory permitting and design phases as appropriate



- d) Regulatory Permitting Effort: Based on the final Owner-approved layout plan, develop all necessary materials for submittal to the FL Department of Environmental Protection (FDEP) and US Army Corps of Engineers (Corps). Materials will include, at a minimum, permit application, exhibits, required drawings and details, and other associated administrative paperwork. Submit permit package; maintain contacts with agencies as necessary; respond to RFI's and provide clarifications as requested; conduct permitting effort through to approvals
- e) Scope item (e) includes development and submittal of application package, and basic follow-up with agencies as required. If additional efforts are required (e.g., aquatic resource surveys, extensive mitigation, special condition negotiations, etc.), the cost for executing these items will be estimated and provided to the Owner for approval prior to proceeding.
- f) Design Effort: Concurrent with regulatory permitting efforts, at such time is appropriate, proceed with Design phase for implementation of the Docking Facility Plan. Design and Construction Drawings may include at a minimum:
- Existing conditions and demolition plans
  - Seawall plans and details
  - Dock layout plans including seawall-gangway-dock transitions
  - Floating and fixed dock system details and performance specifications
  - Anchor pile system design and layout plan
  - Electrical system including plans, details, and specifications for all slip services
  - Mechanical systems including plans, details, and specifications for fire protection to meet NFPA codes
  - Any other required design and plans for upland tie-ins and transitions (assuming all existing upland infrastructure is adequate and available)

4. Fees and Costs. TCI will provide its services and the services of its in-house professionals and those of its affiliated companies, at the **Lump Sum Cost of \$8,500 for Items (a) through (b)** outlined above. At such appropriate time, Items (d) through (f) shall be provided if required, at a cost to be determined based on the final scope of services necessary. Owner agrees that it will pay any actual costs incurred by TCI in the performance of its duties under this Agreement. In the event TCI anticipates incurring any cost in excess of \$500 for which the Owner will be responsible, TCI will notify Owner in advance and obtain consent to incurring such cost.

5. Outside Consultants. In certain circumstances, TCI may determine that it is appropriate to obtain reports from outside professionals (e.g., bathymetric survey, wind-wave study, seagrass survey, sub-surface geotechnical reports, etc.), or to engage outside professionals to perform services. In such event, TCI will notify Owner and provide a recommendation as to the tests and/or services required, the identity of the suggested outside consultants, and the anticipated cost. In the event Owner agrees with TCI's recommendations, TCI will coordinate with the outside consultant(s) to perform the tests and provide the reports. In such event, Owner will be responsible to compensate the outside consultants in accordance with the outside consultant's fee schedule, which shall be provided to Owner as part of TCI's initial recommendation.

6. Owner's Responsibilities. The Owner will reasonably cooperate with TCI in good faith in connection with the work to be performed by TCI pursuant to this Agreement. Owner will timely pay TCI for any costs incurred in the furtherance of Owner's Project and the preparation of the Proposal as well as any fee and costs incurred by outside consultants in accordance with the provisions of this Agreement.

7. Future Relationship. Owner agrees that, in the event that the parties create a mutually agreeable development plan for the Project that Owner desires to execute, Owner will engage TCI in subsequent design and construction phases of the Project and will negotiate in good faith subsequent design and/or design-build agreements with TCI.

8. Intellectual Property. **Owner acknowledges and agrees that TCI shall be deemed the author and owner of any plans, drawings, calculations or other work product created by TCI relating to the Project (collectively referred to as TCI's "Work Product") and will be subject to the Public Records Laws, Chapter 119, Florida Statutes.**

9. Termination. This Agreement may be terminated by the Owner (i) immediately upon the occurrence of a Bankruptcy Event (defined below) or (ii) at any time after written notice to TCI indicating the specific event constituting the default and providing a reasonable opportunity to cure same. TCI shall be in breach of this Agreement if (i) it fails to perform any of the obligations or covenants described in this Agreement or (ii) it files a petition under any of the provisions of the Federal Bankruptcy Code, as amended, or any other Federal or state insolvency or similar law; or such petition shall have been filed against it, or a receiver shall have been appointed in a debtor's proceeding for TCI, or any part of its property or assets, and such petition or receivership is not discharged within sixty (60) days; or TCI shall have made an assignment for the benefit of its creditors (any of the foregoing shall be defined as a "Bankruptcy Event"). TCI may terminate this Agreement in the event that Owner fails to perform its obligations hereunder after providing written notice to Owner indicating the specific event constituting the default and providing a reasonable opportunity to cure same.

10. Notice. All notices and other official communications between the parties shall be in writing and shall be given by hand delivery or by a recognized overnight courier who maintains verification of delivery (deemed to be duly received on a date delivered), to each of the respective parties as follows:

If to TCI:	Technomarine Construction Inc. 1208 US Hwy 1, Suite C North Palm Beach, FL 33408 Attn: Jat Talton
If to Owner:	City of Pahokee 207 Begonia Drive Pahokee, FL 33476 Attn: Chandler Williamson

11. Entire Agreement. This Agreement, including schedules hereto, constitute and contain the entire agreement between the Parties hereto with respect to the transactions contemplated hereby and supersedes any prior oral or written understanding or agreement of parties with respect to the transactions contemplated hereby.

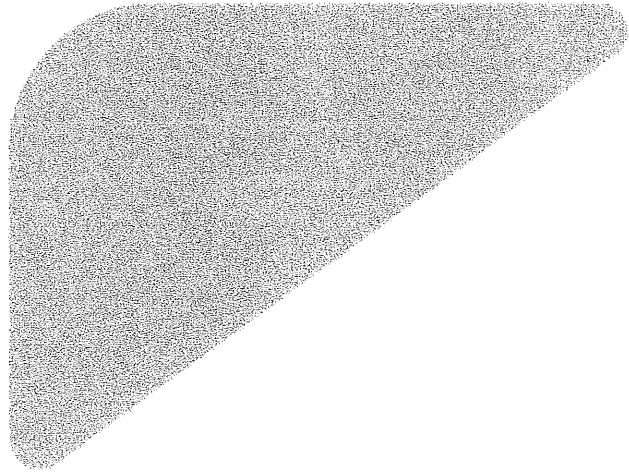
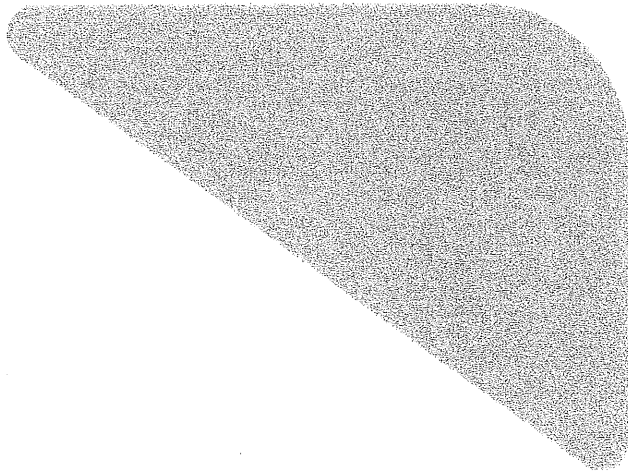
12. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one original document. Facsimile signatures and signatures scanned and emailed shall be treated as originals for all purposes hereunder. This Agreement may not be assigned by either party without the consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of parties and their respective successors and assigns.

13. Ratification. TCI represents to the Owner that this Agreement is a valid and binding obligation of TCI and has been approved by all necessary parties. The Owner represents to TCI that this Agreement is a valid and binding obligation of the Owner and has been approved by all necessary parties.

14. Design-Build Agreement. Upon completion of permitting and design effort, this preconstruction services agreement will become an exhibit to an AIA-A141 Standard Form of Agreement between Owner and Design-Builder. Additional exhibits may include Dock Design Specifications, Dock Warranty and Maintenance Plan, final dock facility construction documents, insurance certificates, CPM Schedule outlining the projected key dates for project execution, and projected draw schedule.

IN WITNESS WHEREOF, an authorized representative of the undersigned parties has executed this Agreement as of the date first written above.

TCI: TECHNOMARINE CONSTRUCTION, INC., a Florida corporation By: <u>Jat Talton</u> Name: <u>Jat Talton</u> Its: <u>President</u>	OWNER: CITY OF PAHOKEE, a Florida corporation By: <u>Keith W. Babb, Jr.</u> Name: <u>Keith W. Babb, Jr.</u> Its: <u>Mayor</u>
------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------



PNC B. LA. 001

16620

63-8419/2670  
743  
CHECK NUMBER

CITY OF PAHOKEE  
GENERAL FUND  
207 BACOM POINT RD  
PAHOKEE, FL 33476-2106

12/18/17

PAY TO THE ORDER OF THE BARON GROUP, INC

\$ 2,860.00

Two Thousand Eight Hundred Sixty Dollars and Zero Cents

DOLLARS

THE BARON GROUP, INC  
DBA BARON SIGN MANUFACTURING  
900 WEST 13TH STREET  
RIVIERA BEACH, FL 33404

MEMO

*Chondra J. Williams*  
*De. W. R. ...*  
AUTHORIZED SIGNATURE

Photo Safe Deposit

Details on Back

CITY OF PAHOKEE

GENERAL FUND

16620

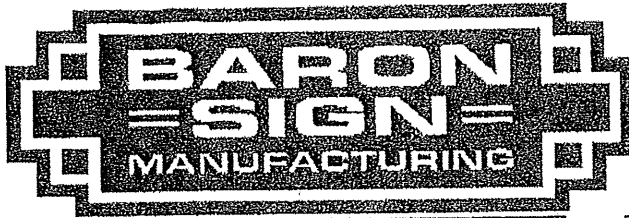
Doc #	Invoice	Inv. Date	Description	Amount
1179	146785	11/16/17	SITE SIGNS FABRICATED AND INST	\$2,860.00

CITY OF PAHOKEE

GENERAL FUND

16620

Doc #	Invoice	Inv. Date	Description	Amount
1179	146785	11/16/17	SITE SIGNS FABRICATED AND INST	\$2,860.00



# Invoice

Date	Invoice #
11/16/2017	146785

Bill To
City of Pahokee 207 Begonia Drive Pahokee, FL 33476

Ship To
Various locations

P.O. No.	Terms	Rep	Ship Date	Ship Via	Work Order #	CONTRACT AMOUNT
Chandler Williamson	Due on rec...	JF	11/16/2017		6567	\$ 2,860.00

Qty	Item	Description	Rate	Amount
4	MD...	4' x 6' x 1/2" site signs fabricated and installed as per approved design furnished by client.  Final Balance Due	715.00	2,860.00T

RECEIVED  
DEC 07 2017  
BY: *[Signature]*

Thank you for your business. We do appreciate it.

<b>Subtotal</b>	\$2,860.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$2,860.00
<b>Payments</b>	\$0.00
<b>Balance</b>	\$2,860.00

## Baron Sign Manufacturing

900 13th Street West  
Riviera Beach, FL 33404  
(561) 863-7446

CITY OF PAHOKEE  
 GENERAL FUND  
 207 BACOM POINT RD  
 PAHOKEE, FL 33476-2106

PAHOKEE, N.A. 001

16527

63-8419/2670  
 743  
 CHECK ARMOR

11/21/17

PAY TO THE ORDER OF EDSA, INC

\$38,000.00

Thirty-Eight Thousand Dollars and Zero Cents

DOLLARS

EDSA, INC  
 1512 EAST BROWARD BOULEVARD SU  
 FORT LAUDERDALE, FLORIDA 33301

MEMO



*Charles J. Gillin*  
*Debra W. Hall*  
 AUTHORIZED SIGNATURE

Photo Safe Deposit

Details on Back

CITY OF PAHOKEE GENERAL FUND 16527

1974 oc #	EDSA, INC Invoice	11/21/17 Inv. Date	11/21/17 Description	#: 16527	\$38,000.00 Amount
1068	1710084	11/03/17	PROFESSIONAL SERVICE SEP-OCT		\$38,000.00

CITY OF PAHOKEE GENERAL FUND 16527

974 c #	EDSA, INC Invoice	11/21/17 Inv. Date	11/21/17 Description	#: 16527	\$38,000.00 Amount
1068	1710084	11/03/17	PROFESSIONAL SERVICE SEP-OCT		\$38,000.00



November 3, 2017  
 Project No: 0117144.000  
 Invoice No: 1710084

Mr. Chandler Williamson  
 City of Pahokee  
 City Hall, 207 Begonia Drive  
 Pahokee, FL 33476

RECEIVED  
 NOV 09 2017  
 BY: GM

Project 0117144.000 City of Pahokee Vision Plan

Professional Services from September 29, 2017 to October 26, 2017

Phase 00004 Conceptual Design

Phase Description	Contract Amount	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Kick-Off	9,000.00	100.00	9,000.00	0.00	9,000.00
Workshop & Preliminary Vision Plan	29,000.00	100.00	29,000.00	0.00	29,000.00
Final Vision Plan	10,000.00	0.00	0.00	0.00	0.00
Perspective Renderings	4,500.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>52,500.00</b>		<b>38,000.00</b>	<b>0.00</b>	<b>38,000.00</b>
	<b>Total Fee</b>				<b>38,000.00</b>
			<b>Total This Invoice</b>		<b>\$38,000.00</b>

on Receipt

*Marina  
 #602  
 Please make copy  
 of this info plus  
 check for file and  
 a copy of this for  
 transfer when  
 paid.*

445-575000.602.



CITY OF PAHOKEE  
GENERAL FUND  
207 BACOM POINT RD  
PAHOKEE, FL 33476-2106

12/18/17

PAY TO THE ORDER OF EDSA, INC

\$ 9,300.00

Nine Thousand Three Hundred Dollars and Zero Cents

DOLLARS

EDSA, INC  
1512 EAST BROWARD BOULEVARD SU  
FORT LAUDERDALE, FLORIDA 33301

*Chondra J. Williams*

*W. W. ...*  
AUTHORIZED SIGNATURE

MEMO



Photo Safe Deposit  
Details on Back

CITY OF PAHOKEE

GENERAL FUND

16619

1974 oc #	EDSA, INC Invoice	Inv. Date	12/18/17 Description	#: 16619	\$9,300.00 Amount
1178	1711073	12/05/17	PROFESSIONAL SERVICE OCT-NOV		\$9,300.00

CITY OF PAHOKEE

GENERAL FUND

16619

1974 oc #	EDSA, INC Invoice	Inv. Date	12/18/17 Description	#: 16619	\$9,300.00 Amount
1178	1711073	12/05/17	PROFESSIONAL SERVICE OCT-NOV		\$9,300.00



December 5, 2017  
 Project No: 0117144.000  
 Invoice No: 1711073

Mr. Chandler Williamson  
 City of Pahokee  
 City Hall, 207 Begonia Drive  
 Pahokee, FL 33478

Project 0117144.000 City of Pahokee Vision Plan

Professional Services from October 27, 2017 to November 30, 2017

Phase 00000 Reimbursable Expenses

**Consultants**

Consultant Fees Billable

11/30/2017	Wang Associates International 17023	4,300.00	
	<b>Total Consultants</b>	<b>4,300.00</b>	<b>4,300.00</b>
		<b>Total This Phase</b>	<b>\$4,300.00</b>

Phase 00004 Conceptual Design  
 Task 00001 Kick-Off

Phase Description	Contract Amount	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Kick-Off	9,000.00	100.00	9,000.00	9,000.00	0.00
Workshop & Preliminary Vision Plan	29,000.00	100.00	29,000.00	29,000.00	0.00
Final Vision Plan	10,000.00	50.00	5,000.00	0.00	5,000.00
Perspective Renderings	4,500.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>52,500.00</b>		<b>43,000.00</b>	<b>38,000.00</b>	<b>5,000.00</b>
	<b>Total Fee</b>				<b>5,000.00</b>
			<b>Total This Phase</b>		<b>\$5,000.00</b>
			<b>Total This Invoice</b>		<b>\$9,300.00</b>

Payable Upon Receipt

445,575,000.602

RECEIVED  
 DEC 07 2017  
 BY: *[Signature]*

CITY OF PAHOKEE  
GENERAL FUND  
207 BACOM POINT RD  
PAHOKEE, FL 33476-2106

63-8419/2870  
CHECK NUMBER

10/05/17

PAY TO THE ORDER OF MIDWAY CORPORATION

\$ 7,400.00

Seven Thousand Four Hundred Dollars and Zero Cents

DOLLARS

MIDWAY CORPORATION  
COMPLETE SITE DEVELOPMENT  
657 TABIT ROAD  
BELLE GLADE FL 33430

*Chang...*  
*...*  
AUTHORIZED SIGNATURE

MEMO



CITY OF PAHOKEE

GENERAL FUND

16371

1247 Doc #	MIDWAY CORPORATION Invoice	10/05/17 Inv. Date	10/05/17 Description	#: 16371	\$7,400.00 Amount
854 - 3588		09/19/17	Material & Labor to import fil		\$7,400.00

*602 menna*

CITY OF PAHOKEE

GENERAL FUND

16371

1247 Doc #	MIDWAY CORPORATION Invoice	10/05/17 Inv. Date	10/05/17 Description	#: 16371	\$7,400.00 Amount
854 - 3588		09/19/17	Material & Labor to import fil		\$7,400.00



**MIDWAY**  
CORPORATION  
COMPLETE SITE DEVELOPMENT

657 Tabit Road  
Belle Glade, FL 33430  
(561) 996-6100 Phone  
(561) 996-8819 Fax

# Invoice

DATE	INVOICE #
9/19/2017	3588

<b>BILL TO</b>
City of Pahokee 171 N. Lake Ave Pahokee, FL 33476

<b>P.O. NO.</b>	<b>TERMS</b>	<b>PROJECT</b>
Chandler Williamson	Due Upon Receipt	Marina Deck Area

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Provide Material & Labor To Import Fill Material Necessary To Repair Washouts & Construct Berm To Direct Water Flow Into 12" Out Fall Pipe, Also Supplied / Installed By Midway Corp. Includes Sod / Labor To Cover Both Sides Of New Berm Area	7,400.00	7,400.00
		<b>Total</b>	<b>\$7,400.00</b>

RECEIVED  
OCT 02 2017  
BY: *[Signature]*





City of Pahokee Marina  
Grease Interceptor Addition  
190 North Lake Ave.  
Pahokee, Florida

### Grease Trap Sizing Formula

Florida Building Plumbing Code

**Note: All boxes must be filled in.**

# SEATS =

GREASE TRAP MINIMUM SIZE

GALLONS

TYPE OF PLATES =

enter 10 for paper or 25 for dishes

# HOURS OPEN =

LOADING FACTOR =

enter 1 if near a highway

" 1.25 " " recreation area

" 1.5 " " freeway

" 2 " " interstate

### Oil Water Separator Sizing Formula

Florida Building Plumbing Code

AREA DRAINED INTO O/W SEP. =  sq. ft

O/W SEPARATOR MINIMUM SIZE

GALLONS

11/30/17  
12:48:00 PM

Digitally signed by Roderick  
Myrick  
Date: 2017.11.30 12:11:48 -05'00'

## Palm Beach Septic Systems

301 Yamato Road  
Suite 1240 Boca Raton,  
FL 33431  
561-986-0219  
FAX 561-994-6693  
contact@pbseptic.com  
www.pbseptic.com

## Proposal

Date	Proposal Number
12/27/17	13217

### Attention To: Project Manager

City of Pahokee Marina  
190 North Lake Ave.  
Pahokee, FL 33430

### Project Location

Pahokee Marina  
Herbert Hoover Dike Rd  
Pahokee, FL 33430

### Scope of Work:

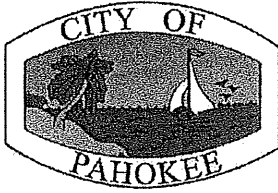
Deliver and install New Grease Trap Interceptor (1250 gallon) at the proposed location, per Plan Sheet P-2. Connect to existing 4-inch PVC sanitary line for inlet and outlet. Furnish a maximum of 18 inches on crushed rock under the Interceptor for bedding. Material excavated for interceptor will be used for back fill and compacted. Lime rock or Road base, and Asphalt will be replaced to match the existing thickness. Manhole lids and clean out caps will match the existing asphalt grade. All work will be performed to the plan and Plumbing General Notes.

The following is not included in the above Scope of Work and will be performed by others:

1. Heavy equipment and operator to excavate for interceptor tank
2. Suitable fill, additional fill, or additional rock bedding
3. Removal of spoil, unsuitable material, or fill

Total sum for the scope of work above \$ 26,500.00





## CITY OF PAHOKEE

### General Contract Agreement

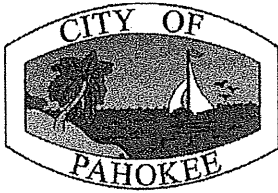
**Contractor: Palm Beach Septic Tank Systems**

**Project / Work Title: Pahokee Marina Renovations – Restaurant Grease Trap (190 North Lake Avenue)**

1. **Work:** A detailed scope of work to be performed under this Work Order is attached as Exhibit A.
2. **Schedule** Time is of the essence of this Work. The Contractor shall commence Work on the date indicated in the Notice to Proceed (NTP) and fully complete by 21 days from Notice to Proceed.
3. **Work Order: Price** The total amount to be paid to the Contractor by the Owner under this Work Order shall not exceed the sum of \$26,500.00. Subject only to adjustment as provided in the General Conditions.

The Contractor acknowledges that if a construction bond is required final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoice for each Work Order along with each invoice. Contractor will provide a copy of the Work Order, and any appropriate completed Small Business participation form and any updated insurance documents.

4. **Construction Bond:** Unless indicated below Contractor will record the required public construction bond on Owner forms with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond prior to commencing work under this Work Order and submittal of first invoice.
5. **Warranty:** Contractor agrees to correct all work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific manufacture warranties contained in the specifications.
6. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the Owner as of the date of this Work is executed.



**Invoice Submittal and Payment Schedule:**

Owner agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverables in Exhibit A.

Contractor shall provide invoice for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice:

- **Scope of Work**
- **Signed work Projects Completed**
- **Pre-Inspection Reports**

7. **Contract Documents:** Contractor agrees to complete all work in accordance with the Contract Documents. The following documents are Contract Documents with respect to this Work regardless of whether they are attached:

- **Contractor's Bid and Schedule of Values**
- **Construction Schedule**
- **Contractor s Material Suppliers List**
- **Schedule of Subcontractors - including suppliers**
- **Trench Safety Compliance Form**
- **Small Business - Statement of Small Business Participation**

CONTRACTOR: \_\_\_\_\_

Date: 2/1/18

By: Churtis Jones.

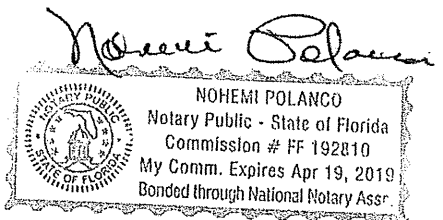
City of Pahokee

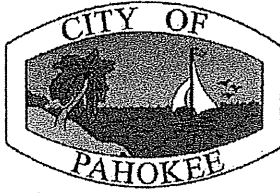
Name: Chadwick L. White

Date: 2/1/2018

Title: City Manager

Attest: \_\_\_\_\_





## **EXHIBIT A**

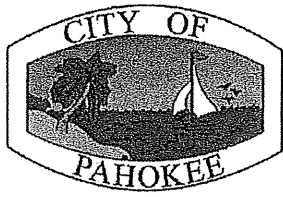
### **SCOPE OF WORK**

The Contractor shall provide all labor, materials and equipment necessary to install a New Grease Trap interceptor (1250) at the proposed location.

1. Connect to existing 4 inch PVC Sanitary Line for inlet and Outlet.
2. Furnish a maximum of 18 inches of crush rock under the interceptor for bedding.
3. Material excavated for interceptor will be used for backfill and compacted.
4. Lime rock or road base, and asphalt will be replaced to match the existing thickness.
5. Manhole lid and clean out caps will match existing asphalt grade.

All work must be performed per the City of Pahokee code standards, plan and plumbing.  
A county inspection will follow before an occupancy license is issued to operator of restaurant.

General Notes. Contractor shall provide a Maintenance of Traffic (MOT) Plan and Notification Plan to the City as a part of the any Permit Application Process.



## **EXHIBIT B**

### **SCHEDULE**

Work shall commence within seven (7) days of the notice to proceed and be substantially completed within 21 days of execution of this contract by the City of Pahokee.

RESOLUTION 2017 - 38

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT FOR PRECONSTRUCTION SERVICES BETWEEN TECHNOMARINE CONSTRUCTION, INC. AND THE CITY OF PAHOKEE.**

WHEREAS, this Preconstruction Services Agreement is entered into by and between TECHNOMARINE CONSTRUCTION, INC. (TCI) and the CITY OF PAHOKEE; and,

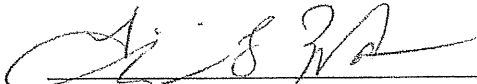
WHEREAS, the parties desire to enter into this agreement in order to define the expectations of each party with regards to the Project, identify the services to be provided by TCI, and outline the process to be allowed.

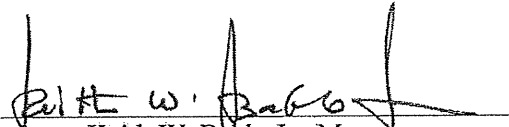
**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The City Commission hereby authorizes and directs the Mayor to execute the attached Agreement with TECHNOMARINE CONSTRUCTION, INC.

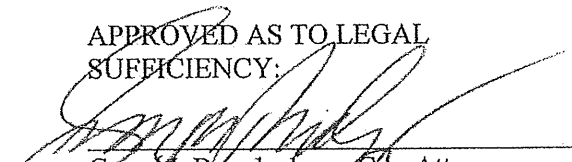
**PASSED AND ADOPTED** this 12<sup>th</sup> day of **December, 2017.**

ATTESTED:

  
Tijauna Warner, City Clerk

  
Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL  
SUFFICIENCY:

  
Gary M. Brandenburg, City Attorney

Mayor Babb  
Vice Mayor Holmes  
Commissioner Hill  
Commissioner Murvin  
Commissioner Walker

Yes  
No  
Yes  
Yes  
Yes

**Quarterly Progress Report  
Deliverable No. 1  
Department of Economic Opportunity  
Contracts & Grants Report Compliance**

Grant #: HL081 Date Submitted: 10/31/2017  
Grantee Organization: City of Pahokee Progress Report #: 1  
Project Title: City of Pahokee: Marina Redevelopment Project

**Grant Progress:**

The City has worked diligently to coordinate the grant received by the Department of Economic Opportunity. The City developed the Scope of Work for the Marina Project which includes Pre-Construction Phase as mandated in Section 2.1.

The plans have been developed by the City's Engineer. As the City has followed its procurement policies and procedures regulations, the Intent to Bid 2017-02 was advertised in the Palm Beach Post News Paper on 15<sup>th</sup> October and 30<sup>th</sup> October 2017. The pre-bid was held on Monday, 23<sup>rd</sup> October for the initial phases of the project. Sealed bids were opened on Monday, 30<sup>th</sup> October 2017.

The qualified bidder has been selected and the agreement is being formulated as of this reporting period. The vendor selected for the Marina Reconstruction Project is TECNOMARINE Construction, Inc. The reconstruction project will concur with the Deliverables of the agreement and will be completed in Phases. The 1<sup>st</sup> Phase of the reconstruction project will begin with the Fishing Deck and Wood Pier reconstruction. Inclusive of this 1<sup>st</sup> Phase is the permitting process, surveying and demolition of the existing pier.

Included in this report is the project in the 1<sup>st</sup> phase, the Pahokee Marina Campground Fishing Pier & Wood Deck plans; Preliminary Schedule Construction Schedule; Minority – Service Disabled Veteran's Business Enterprise Report and City of Pahokee Certificate of Insurance. In addition the remaining plans for phase 1 projects and preliminary plans for phase 2 are under development for a rapid mobilization and start-up. The city projects a lengthy 2<sup>nd</sup> quarterly report.

The 2<sup>nd</sup> quarterly report will include the outcomes; tasks and deliverables as they are completed, invoices, billing fees, permitting documentation, code inspection documentation, mobilization records etc.

**Expenditures:**

**Reporting Period Summary**

Grant Funds Expended this Period \$ 0

**Cumulative Summary**

Total Grant Funds Expended to Date \$ 0

Total Expenditures to Date \$ 0

This report was completed by:

Chandler F. Williamson  
Signature

11/1/17  
Date:

Chandler F. Williamson  
Print Name

City Manager  
Title:

**Quarterly Progress Report  
Deliverable No. 2  
Department of Economic Opportunity  
Contracts & Grants Report Compliance**

Grant #: HL081 Date Submitted: 1/4/2018  
Grantee Organization: City of Pahokee Progress Report #: 2  
Project Title: City of Pahokee: Marina Redevelopment Project

**Reporting Period: October 1<sup>st</sup> 2017 - December 31<sup>st</sup>, 2017**

**Grant Progress:**

As of this reporting:

*September 2017* – EDSA was retained by the City of Pahokee to provide vision planning and renderings of the Marina Redevelopment Project. The City of Pahokee staff met with EDSA architects & staff. The kickoff meeting consisted of discussion of the vision of the City and how the Marina is a major focal point for economic development and growth for the city. Follow-up workshops were held to view & discuss preliminary sketches of the vision plan. 100% of the preliminary meetings for the vision plan & sketches have been completed.

*September 2017* – Midway Corporation was hired to provide fill for repair to the washout & construction of both sides of the berm for direct water flow. As of this reporting 100% of this work have been completed.

*October 2017* – EDSA met with City staff to review and discuss the initial framework and LakeFront ideas and changes to the vision plan. The EDSA staff ensured that the vision plan was in sync with the Scope of the services to be provided by the selected responsive bidder on the project.

*November 2017* – Baron Sign Group installed signage (4' x 6' x ½') announcing the Marina Redevelopment Project. 100% of the installation has been completed.

*November 2017* – EDSA has continued to work with the City to finalize the renderings for the vision plan for the City of Pahokee. EDSA has completed 50% of this task as of November 2017.

*December 2017* – The City has selected TECHNOMARINE Construction, Inc. to perform the Scope of Work for the Marina Project which includes the Pre-Construction Phase as mandated in Section 2.1. The agreement between the City of Pahokee and TECHNOMARINE Construction, Inc. which was passed & adopted on 12<sup>th</sup> December 2017.

*December 2017* – Palm Beach Septic Systems was identified as a potential vendor (subcontractor under TECHNOMARINE) for the Marina. The proposal is for the installation of the grease trap inceptor.



*January 2018* – TECHNOMARINE has begun the initial phase of renovations, this includes discussions with EDSA for the vision plan, the permitting, and logistical planning of the Marina. The contractor's invoice will be included in the 3<sup>rd</sup> quarterly report. TECHNOMARINE has also discussed potential subcontractors for the other components of the Marina such as Fencing; Restroom and LED Lighting.

TECHNOMARINE will begin the permitting process with the City of Pahokee.

As stated in the email of the 1<sup>st</sup> quarterly report to DEO, the City of Pahokee had anticipated to commence with the project between 7-14 days from the date of the email (between 11/9/2018-11/26/2018), unfortunately, the City of Pahokee has had an unexpected delay of the start of PHASE I of the project. The delay is due to architectural and engineering miscalculations & reviews (including structural re-design, permitting and USACE prerequisites). Construction will begin in the early part of February 2018, we anticipate 90% of the renovations will be completed by July 31<sup>st</sup> and we are hopeful to have the project fully completed by August 2018. The City will follow-up with a request for an extension if the project does not deem to be completed by 30<sup>th</sup> June 2018.

Included in this reporting:

- The agreement between the City of Pahokee and TECHNOMARINE Construction, Inc. which was passed & adopted on 12<sup>th</sup> December 2017.
- Project Advance Invoice - #DEO-08-2017 Amount: \$1,145,000.00
- Midway Corporation Invoice & copy of the check - Amount: \$7,400.00
- The Baron Sign Group Invoice & copy of the check – Amount: \$2,860.00
- EDSA Invoices & copies of the checks – Amount: \$38,000.00 and Amount: \$9,300.00
- Proposal for Palm Beach Septic Systems (subcontractor for TECHNOMARINE) and permitting plans – 26,500.00
- Before photos of the fishing pier, wood deck & Marina Redevelopment Signage

The 3<sup>rd</sup> quarterly report will include the outcomes; tasks and deliverables as they were completed, scheduling, invoices, billing fees, permitting documentation, code inspection documentation, mobilization records, etc.

**Expenditures:**

**Reporting Period Summary**

Grant Funds Expended this Period	\$ <u>57,560.00</u>
----------------------------------	---------------------

**Cumulative Summary**

Total Grant Funds Expended to Date	\$ <u>7,400.00</u>
	<u>2,860.00</u>
	<u>38,000.00</u>
	<u>9,300.00</u>
Total Expenditures to Date	\$ <u>57,560.00</u>

This report was completed by:

Chandler F. Williamson  
Signature

1<sup>st</sup> February 2018  
Date:

Chandler F. Williamson  
Print Name

City Manager  
Title:

**CITY OF PAHOKEE**  
**DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT**  
**PURCHASING AND CONTRACTS**  
**MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT**

*To be completed by the Contractor and submitted by the 5th of each month.*

Contractor Name and Address: \_\_\_\_\_  
 AE Engineering, Inc.  
 230 73rd Terrace  
 West Palm Beach, FL \_\_\_\_\_

Contract / Purchase Order No.: HL081

Reporting Month: \_\_\_\_\_ Begin Date: October 1, 2017  
 End Date: October 31, 2017

**MINORITY BUSINESS ENTERPRISE (MBE)**

\*\* Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.

Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
AE Engineering, Inc.	6440 Southpoint Pkwy, Jacksonville, FL	H & I	YES	\$ 6500.-00	Design & construction engineering services
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				\$	

\*\* Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman

\*\* Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman

**SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE**

\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				\$	

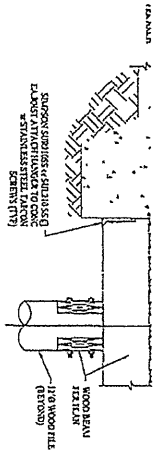
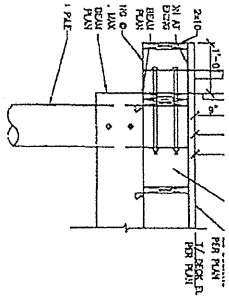
\* Certified DV: W - Service-Disabled Veteran Business

\* Non-Certified DV: Y - Service-Disabled Veteran Business

DEO MARINA PROJECT TIMELINE

Activity ID	Activity Name	Original Duration	2017												2018															
			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
Pahokee Marina & Campground																														
A1000	NTP	70	[Gantt bar from Aug to Oct]																											
A1002	Site Inspection/Pre-Design	40	[Gantt bar from Oct to Feb]																											
A1003	Design	30	[Gantt bar from Nov to Jan]																											
Bidding & Awar																														
A1210	Bid & Awar	30	[Gantt bar from Dec to Feb]																											
Construction																														
A1004	Permitting	30	[Gantt bar from Dec to Feb]																											
A1006	Survey	7	[Gantt bar from Dec to Jan]																											
A1007	Demolition	50	[Gantt bar from Dec to Feb]																											
A1008	Security Fencing (Seawall) and Gate	30	[Gantt bar from Dec to Feb]																											
A1040	Fishing Pier & Wood Deck Construction	32	[Gantt bar from Dec to Feb]																											
A1050	Mechanical/Electrical	32	[Gantt bar from Dec to Feb]																											
A1110	Petroleum Pump Upgrade System	80	[Gantt bar from Dec to Feb]																											
A1111	Building & Upgrades/Restroom/Laundry Facilities	72	[Gantt bar from Dec to Feb]																											
A1120	Pre-Fabricated Restrooms	10	[Gantt bar from Dec to Jan]																											
A1130	Pavilion Construction	15	[Gantt bar from Dec to Jan]																											
A1150	Paving & Parking Lot Construction	5	[Gantt bar from Dec to Jan]																											
Post Construction																														
A1170	Post Construction	2	[Gantt bar from Feb to Mar]																											
A1180	Clean-up & Demobilize	5	[Gantt bar from Feb to Mar]																											
A1190	As-Built Survey	5	[Gantt bar from Feb to Mar]																											
A1200	Record Drawings	5	[Gantt bar from Feb to Mar]																											



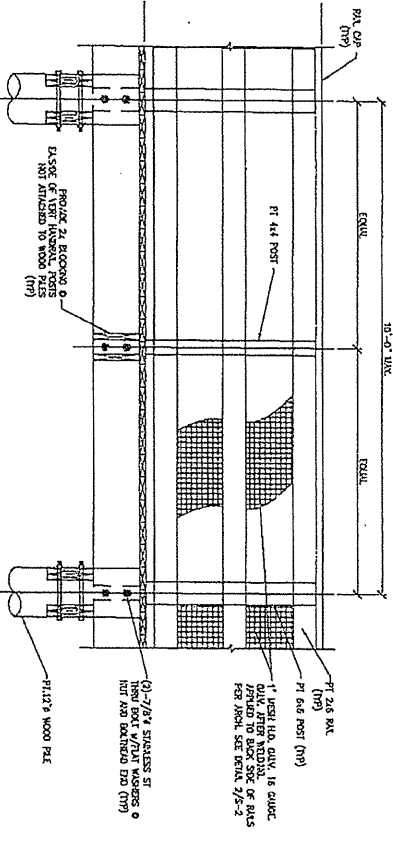


ACCESSIBLE DROP SECTION @ ABUTMENT

C1

SECTION @ ABUTMENT

C2

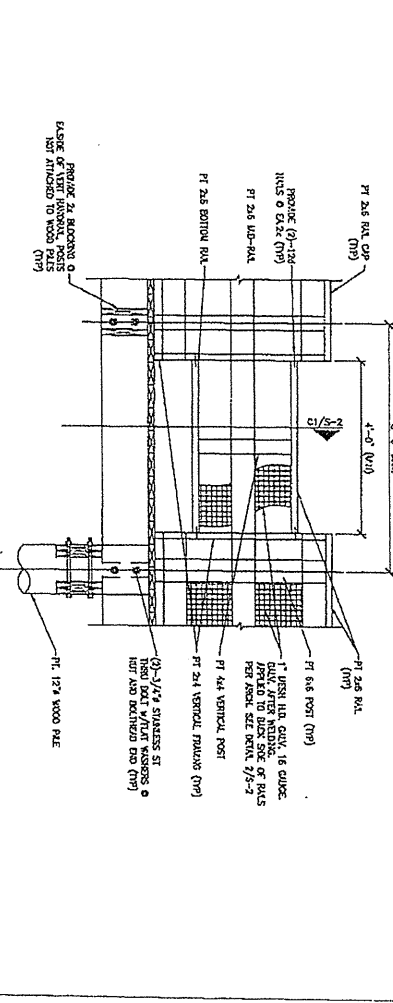


GUARDRAIL ELEVATION

B2

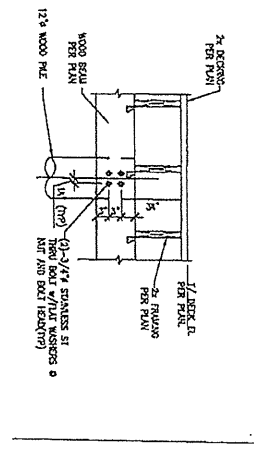
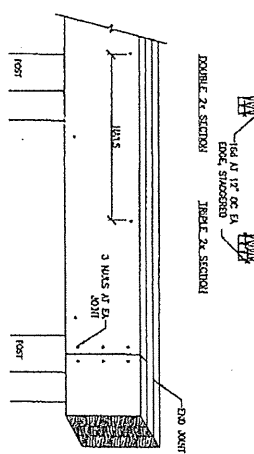
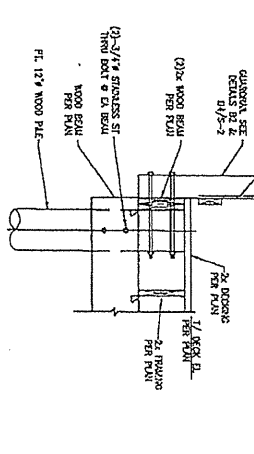
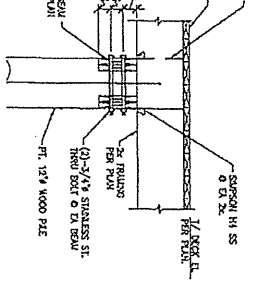
TYPICAL ACCESSIBLE DROP RAILING HANDRAIL ELEVATION

B4



TYPICAL ACCESSIBLE DROP RAILING HANDRAIL ELEVATION

B4





**RESOLUTION 2018 – 20**

**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF PAHOKEE, FLORIDA, RATIFYING  
A CONTRACT BETWEEN THE CITY AND EDSA  
FOR A VISION PLAN FOR THE CITY DATED JULY  
7, 2017.**

**WHEREAS**, the City of Pahokee desired to hire a contractor to prepare a vision plan for the City; and

**WHEREAS**, EDSA was engaged on July 7<sup>th</sup>, 2017, to prepare the plan.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The July 7, 2017, EDSA contract is hereby ratified and confirmed.

**Section 2.** The Mayor is authorized and directed to ratify the July 7, 2017, contract by signing the agreement on behalf of the City.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of May, **2018.**

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





July 7, 2017, v2

Chandler F. Williamson, MPA  
City Manager  
207 Begonia Drive  
Pahokee, FL 33476

**Re: City of Pahokee | Proposal for Vision Plan Services**

Dear Mr. Williamson:

It is with great pleasure that we submit our proposal for Vision Plan Services for the City of Pahokee. From our understanding of the project goals and our experience on similar projects, we have created a team, including market analyst Lambert Advisory, to develop a Vision Plan that capitalizes on the City's physical and cultural attributes and will increase the City's competitive edge in attracting tourism, business, and residents.

In this visioning effort, EDSA will define a network of connected open space and roadway corridors that provide City residents and guests with vibrant activity and easy access to the marina and lakefront recreation area. The Vision Plan will ensure economic success and sustainability for the study area by respecting the site context, opportunities and constraints, and applying best practices related to development, such as responding to current market conditions and working collaboratively with the development partners.

**PROJECT UNDERSTANDING**

The City of Pahokee, Florida is located on the south-east shore of Lake Okeechobee in Palm Beach County. The City of Pahokee is uniquely positioned as the only city with direct access to the lake. Its marina, open year-round, serves as a tourist destination for out-of-state visitors, environmentalists, and fishing enthusiasts. Pahokee is approximately 77 miles from Fort Lauderdale, 94 miles from Miami, and 144 miles from Orlando.

The Vision Plan study area encompasses parcels surrounding South Lake Road, North Lake Road, Bacom Point Road, East First Street, West Main Street, East Main Street, and Lakeview Drive (see Exhibit A).

**PROJECT APPROACH**

Our Approach to this project includes preliminary research, investigation, and coordination to determine existing conditions and provide information for development of a clear and successful Vision for the City of Pahokee.

Based on our conversations we have prepared the following Vision Plan Services proposal organized by the following tasks detailed in our Scope of Services:

- |                   |                                                                                                                            |
|-------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Task One</b>   | Kick-Off Meeting / Project Definition / Review Of Existing Conditions And Existing Documents / Site Inventory And Analysis |
| <b>Task Two</b>   | Workshop & Preliminary Vision Plan                                                                                         |
| <b>Task Three</b> | Final Vision Plan                                                                                                          |

The Design Team will work with closely with the City of Pahokee and relevant stakeholder groups within the City to develop a Vision Plan will benefit the entire community.

## **SCOPE OF SERVICES**

### **TASK ONE: KICK-OFF MEETING / PROJECT DEFINITION / REVIEW OF EXISTING CONDITIONS AND EXISTING DOCUMENTS / SITE INVENTORY AND ANALYSIS**

Upon receipt of the existing documentation, reports, previous plans and survey of existing conditions, the EDSA team will review the information and develop a preliminary understanding of the site and its opportunities. Once this has been completed, the EDSA team will assemble in Pahokee to meet with the project stakeholders for a kick-off meeting. During this meeting the client group and EDSA Team will review project goals and objectives, review existing information, and better define the program of the proposed redevelopment area. In addition, the EDSA team will review project administrative items such as schedule and duration of the phases of work, as well as preliminarily schedule strategic meetings with Stakeholders.

During this task, the EDSA Team will develop a better understanding of the physical analysis of the site and its context. The team will document physical features and analyze existing conditions within the built environment such as:

- Pedestrian and transportation facilities
- Topography, slope and drainage
- Vegetation and its characteristics in the built environment
- Environmental features
- Historical or cultural attributes
- Existing utilities
- Adjacent land use relationships and context.

### **TASK TWO: WORKSHOP & PRELIMINARY VISION PLAN**

The synthesis of inventory and analysis as well as stakeholder input will serve as the building blocks for the Preliminary Vision Plan. The workshop environment helps to jump start the visioning process as well as engage development partners. During this collaborative process, the EDSA design team begin to develop conceptual ideas and massing diagrams for review and feedback. This process has proven to be successful, as we are then able to generate a series of ideas quickly and gain immediate feedback from the stakeholders. The workshop shall be a one (1) day effort held in a room large enough to accommodate stakeholders within the community for the consensus building portion of the meeting. This can be an important step in the development of consensus for the final vision plan.

After the working session or workshop, the EDSA team will return to our office and begin to refine the preliminary Vision Plan into alternatives for further review. This design review meeting is an essential step in the vision planning process. During the design review, consensus is reached on the specifics of the planning solution(s).

### **TASK THREE: FINAL VISION PLAN**

Based on the feedback from the design review meeting, the EDSA team will incorporate any comments and revisions and develop the Final Vision Plan. As part of this process, we will identify strategic views and develop three-dimensional renderings depicting the design intent and character of study area. This includes one (1) bird's eye perspective and two (2) ground level perspectives at \$1,500 per rendering billed independent of our scope. Upon conclusion of the final vision plan and renderings, the EDSA team will prepare for a presentation to the stakeholder group. If desired, the final vision plan can also be presented in a public forum or steering committee format. At the conclusion of the vision plan, in conjunction with the Stakeholders, the EDSA team will recommend the next steps in the planning, design and development process.

### **ADDITIONAL SERVICES**

Additional Services will be considered those services related to making revisions and/or additions to drawings, specifications, or other documents outlined when such revisions are inconsistent with instructions previously given, or those services which are in addition to the Basic Services outlined in this Agreement.

Separation of the project construction into phases, extension of the time of construction, or other development strategies that may be employed that require repackaging of Construction Documents or extensions of construction time will be considered Additional Services.

Time spent during the construction phase to correct, clarify, or redesign due to error or omissions of EDSA will be performed at no additional fee. Likewise, time spent to address program or design changes by the Owner or operator, or major field revisions caused by construction issues of other disciplines, or extension of the construction period beyond that stated above, will be considered Additional Services. Additional Services will be provided, if authorized by the Owner.

#### **OWNER'S RESPONSIBILITIES**

The Owner will be responsible to provide the Planning Team with required information during the planning and design process. EDSA and the Planning Team will rely on information and input from the Owner and Owner's representative to include the following:

- Certified property survey including boundary, topography, aerial photographs and existing conditions, and features.
- Site conditions including public utilities, geographic conditions, rights of way, restrictions, easements, deed restrictions, environmental impact reports, etc.
- Survey and site conditions data will be provided to EDSA in electronic file format compatible with AutoCAD 2016.
- The Owner will provide EDSA with all zoning and planning requirements and will be responsible for securing planning, zoning and environmental impact report approvals from all relevant municipalities and government agencies.
- The Owner will provide all necessary development program and budget information for the project. In addition, the Owner and Owner's representatives will establish a schedule for the project.

#### **PRELIMINARY SCHEDULE AND MEETINGS**

EDSA will adhere to the proposed schedule delineated below for Visioning and Documentation. Based on our current understanding of the project, we estimate the following schedule:

<b>Task</b>	<b>Duration</b>	<b>Meetings</b>
<b>Task One:</b> Kick-Off Meeting / Project Definition / Review Of Existing Conditions And Existing Documents/ Site Inventory And Analysis	1 Weeks	One 2-Person Trip
<b>Task Two:</b> Workshop & Preliminary Vision Plan	2.5 Weeks	One 2-Person Trip
<b>Task Three:</b> Final Vision Plan	1.5 Weeks	One 2-Person Trip

\*Schedule does not include US holidays, travel time, and time required for review and approvals by the City and any associated regulatory agencies.

#### **COMPENSATION**

Based on the above Scope of Services, we propose the following fees related to EDSA's Vision Plan services:

<b>Task</b>	<b>Design Fee</b>
<b>Task One:</b> Kick-Off Meeting / Project Definition / Review Of Existing Conditions And Existing Documents/ Site Inventory And Analysis	\$9,000.00
<b>Task Two:</b> Workshop & Preliminary Vision Plan	\$29,000.00
<b>Task Three:</b> Final Vision Plan	\$10,000.00
<b>Perspective Renderings, three (3) total</b>	<b>\$4,500.00</b>

We at EDSA would like to thank you again for the opportunity to collaborate with the City of Pahokee. Should you have questions regarding this proposal, please do not hesitate to call me directly. We look forward to working with you.

Sincerely,



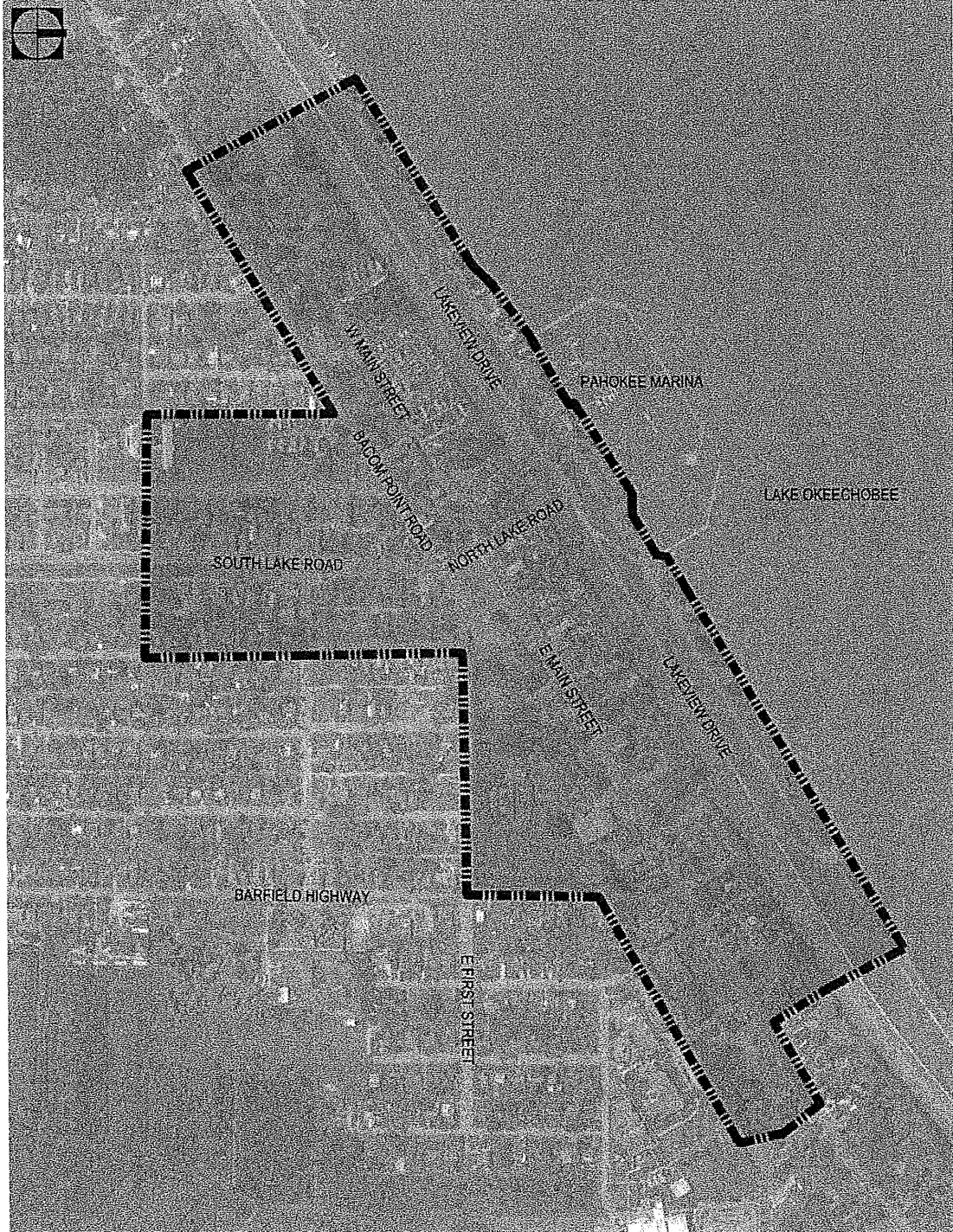
Jeffery R. Suiter PLA, ASLA  
*Associate Principal*

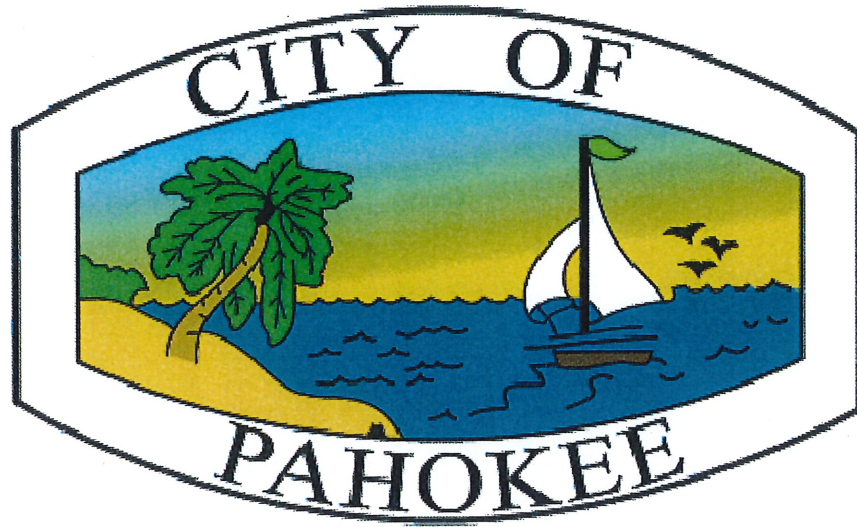
cc: Bob Dugan, EDSA; Maritza Figueroa, EDSA; EDSA Marketing

APPROVED and AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

BY: \_\_\_\_\_

Exhibit A: Project Scope





# RESOLUTIONS

**RESOLUTION 2018 – 21**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR A CONTRACT FOR JANITORIAL SERVICES AT 360 EAST MAIN STREET WITH HOLMES JANITORIAL CLEANING SERVICES FOR THE PERIOD FEBRUARY 21, 2018 TO SEPTEMBER 30, 2018.**

**WHEREAS**, the City of Pahokee needs janitorial services for 360 East Main Street, and Holmes Janitorial Cleaning Services has agreed to provide that service.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The Mayor is authorized and directed to sign the Contract for Janitorial Services for Parks and Recreation Facility with Holmes Janitorial Cleaning Services for the period February 21, 2018 through September 30, 2018.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of May, 2018.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

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\_\_\_\_\_  
\_\_\_\_\_

CONTRACT FOR JANITORIAL SERVICES FOR  
PARKS AND RECREATION FACILITY

THIS CONTRACT, made this \_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Pahokee ("City") and Holmes Janitorial Cleaning Services ("Holmes").

1. Holmes Janitorial shall provide the City with Janitorial Services for the Pahokee Recreational Facility located at **360 East Main St** 3 days per week (Monday, Wednesday's & Friday).
2. The services provided will include: **(Exhibit A, \$10,800)**
  - A. Sweeping and mopping of all areas.
  - B. Complete cleaning and sanitizing of all restroom area:
  - C. Emptying of all trash receptacles each day;
  - D. Replacing of trash bags, paper towels and toilet paper daily, as needed;
  - E. Cleaning after each Recreational Department event;
  - F. Dusting and Cleaning of al High Areas monthly
3. Holmes Janitorial shall be responsible for providing high-quality
4. Special cleaning, stripping/ waxing of all floors pursuant to schedule below, on days approved in advance by City. **(\$2350.00)**
  - A. October and June – Senior Buildings;
  - B. November and July – All classrooms, Conference room;
  - C. December and August – Cafeteria;
  - D. December – Commission Chambers.

5. All services will be provided in a thorough and complete manner, in keeping with the highest standards of the Industry. If at any time City notifies Holmes that their work is unsatisfactory, Holmes will clean the area(s) in question completely within 24 hours.

6. Term of Agreement: This Agreement shall commence on February 21st, 2018, and end at the city's fiscal year term of September 30<sup>th</sup> hereafter. Renewal of contract for upcoming fiscal year is at the discretion of the City Commission per the recommendation of the City Manager during budget conferencing and after review by the City Attorney.

7. Records: Holmes Janitorial shall keep records of all services performed under this Contract. These records will be provided to the City Manager on the 1<sup>st</sup> day of each month. These records will include:

- A. the work performed;



- B. the specific areas in which the work was done;
- C. the date and time the work was performed;
- D. the name(s) of personnel performing such work.

8. Termination: This Contract may be terminated by City for cause, within ten (10) days written notice, or without cause, with thirty (30) days written notice.

9. Payment to Holmes: Holmes shall be paid monthly (25 day pay cycle) for the services provided under paragraph 2; and shall be paid upon completion and Inspection by City for all special cleaning, stripping/waxing performed, as outlined in paragraph four (4) page one (1) and line item 2, according to Exhibit "A".

10. Public Entity Crimes: Pursuant to F.S. 287.133, as amended: A person of affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any foods or services to a public entity, may not submit a bids on a contract with a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Compliance with Occupational Safety and Health: Holmes Janitorial certifies that all material, equipment, services, etc. meets all applicable O.S.H.A. requirements. Vendor further certifies that once agreement for work commences, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Holmes Janitorial Services and not the City of Pahokee.

12. Indemnification : Holmes Janitorial agrees to protect, defend, indemnify, and hold harmless the city, its employees, and representatives, from any and all claims and liabilities, including all attorney's fees and court costs, including appeals, for which the City, its employees and representatives can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of Holmes Janitorial, its employees, or agents, arising out of or connected with this Contract. Holmes Janitorial shall not be required indemnify the City or its agents, employee, representatives when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

13. Public Records: Any materials submitted to the City of Pahokee shall be subject to the applicable provisions of chapter 119, Florida Statutes (Public Records Law)." Vendor must claim the applicable exemptions to disclosure provided by law at time of contract approval by

identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

14. Office of the Inspector General: Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed City contracts, transactions, accounts, and records. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General of interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as to a second degree misdemeanor.

IN WITNESS WHEREOF, the City and Holmes have executed this Contract as of the date first above written.

**Witnesses:**

**HOLMES JANITORIAL CLEANING SERVICES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Names: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTESTED:**

**CITY OF PAHOKEE**

\_\_\_\_\_  
Tijuana Warner, City Clerk

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

**APPROVED AS TO LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Gary M. Brandenburg City Attorney

**RESOLUTION 2018 - 22**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE,  
FLORIDA, APPROVING BUDGET AMENDMENTS No. 4 IN THE AMOUNT  
OF \$55,000.00, TO THE 2017 - 2018 FISCAL YEAR BUDGET.**

**WHEREAS**, the Fiscal Year 2017-2018 budget was adopted by the City Commission on September 27, 2017; and

**WHEREAS**, it is necessary to amend the budget to account for a change in the City's financial position.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:**

**Section 1.** The following net increase of \$55,000.00 is necessary for the General Fund:

**General Fund Budget:**

<b>Dept. Number</b>	<b>Dept. Name</b>	<b>Description</b>	<b>Rev. &amp; Exp. Amount</b>
524000	Code Enforcement	Increase in Code Enforcement Fines	10,000.00
590000	Non Departmental	Increase in Code Enforcement Fines	45,000.00

**Section 2.** The increase facilitates the execution of the above changes for the fiscal year 2017- 2018 budget.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 8th day of May, 2018.

ATTESTED:

\_\_\_\_\_  
Tijauna Warner, City Clerk

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Hill

Commissioner Everett

Commissioner Walker

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**CITY OF PAHOKEE**  
**Budget Amendment**  
**2018-004**

Use this form for items not anticipated in the budget

Line Item Number	Description	Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of	Remaining Balance
<b>Revenues</b>								
1.350500	Code Enforcement Fines	16,000.00	16,000.00	55,000.00	-	71,000.00	-	71,000.00
<b>Total</b>	<b>Total Revenue</b>			<b>55,000.00</b>	<b>-</b>	<b>55,000.00</b>		
<b>Expenses</b>								
1.524000.310	Professional Services	20,000.00	20,000.00	10,000.00	-	30,000.00	-	30,000.00
1.590000.310	Professional Services	20,800.00	18,800.00	45,000.00	-	63,800.00	-	63,800.00
<b>Total</b>	<b>Total Expenses</b>			<b>55,000.00</b>	<b>-</b>	<b>55,000.00</b>		<b>55,000.00</b>

**City of Pahokee**

Initiating Department

Reviewed by Finance Department:

Approved by:

Recorded

Signatures

Date

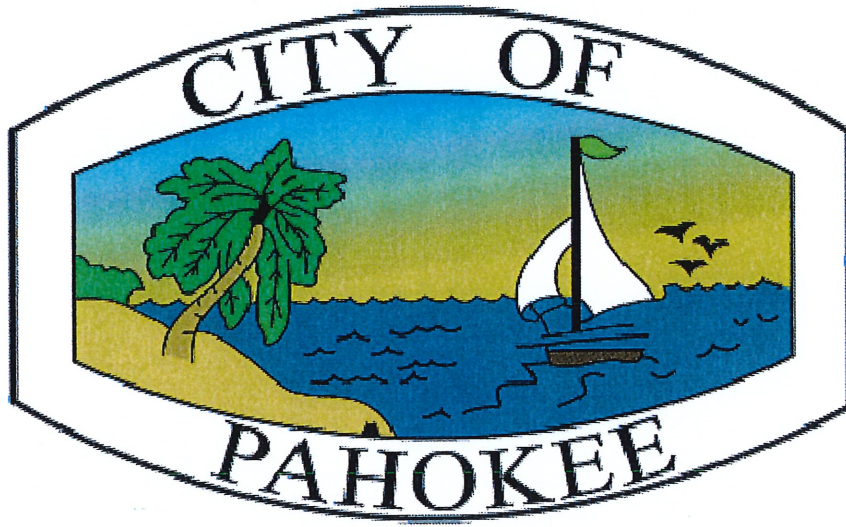
Nohermi Polanco  4/23/2018

Batista Francis  4/23/2018



Budget Amendment - CITY OF PAHOKEE

At Commission Meeting of : May 8th, 2018



# PROCLAMATIONS

*Proclamation*

*"Municipal Clerks Week"*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Tijauna Warner and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*"Municipal Clerks Week"*

*Pass and Adopted this 8th day of May 2018*

*Mayor Keith W. Babb, Jr.*

*Vice Mayor Clara J. Murvin*

*Commissioner Felisia C. Hill*

*Commissioner Benny J. Everett, III*

*Commissioner Diane L. Walker*

*Proclamation*

*"Kids to Parks Day"*

*Whereas, May 19th, 2018 is the Eighth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and*

*Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and*

*Whereas, it is important to introduce a new generation to our nation's parks; and*

*Whereas, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, mellitus, hypertension and hypercholesterolemia; and*

*Whereas, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and*

*Whereas, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and*

*NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby proclaim to participate in Kids to Parks Day. We urge residents of the City of Pahokee to make time on May 19th, 2018 to take the children in their lives to a neighborhood, state, or national park.*

*"Kids to Parks Day"*

*Pass and Adopted this 8th day of May 2018*

*Mayor Keith W. Babb, Jr.*

*Vice Mayor Clara J. Murvin*

*Commissioner Felisia C. Hill*

*Commissioner Benny L. Fverett, 999*

*Commissioner Diane L. Walker*

*Proclamation*  
*"Senior Corps Week"*

*Whereas, Americans are living longer and achieving more, taking on new roles after decades of hard work to ensure opportunity for the generations that follow; and*

*Whereas, the nation recognizes the contributions of seniors during the month of May, designated as Older Americans Month; and*

*Whereas, older Americans bring a lifetime of skills and experience that can be tapped to meet challenges in our nation's communities; and*

*Whereas, for more than five decades, the three Senior Corps programs - Foster Grandparents, Senior Companions, and RSVP - have proven to be a highly cost-effective way to engage Americans age 55 and over in volunteer service that meets pressing community needs; and*

*Whereas, Senior Corps volunteers build capacity of nonprofit, community, faith-based and other organizations by serving at 25,000 locations across the country; and*

*Whereas, each year Senior Corps provides opportunities for 220,000 older Americans to serve their communities across the nation; and*

*Whereas, nationally, Senior Corps volunteers last year provided more than 54 million hours of service, improving the lives of our most vulnerable citizens, strengthening our education system, helping seniors live independently in their homes, protecting our environment, combatting the opioid epidemic, and preventing elder abuse; and*

*WHEREAS, Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that makes a lasting impact on the individuals and communities they serve; and*

*NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby designate April 29-May 5, 2018, as :*

*"Senior Corps Week"*

*Pass and Adopted this 8th day of May 2018*

*Mayor Keith W. Babb, Jr.*

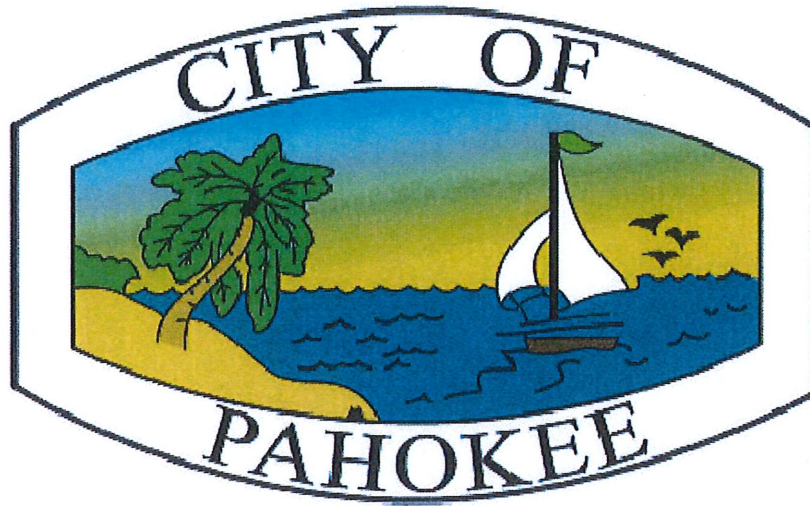
*Vice Mayor Clara J. Murvin*

*Commissioner Felisia C. Hill*

*Commissioner Benny L. Fvetett, 999*

*Commissioner Diane L. Walker*





# PRESENTATIONS