City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
APRIL 8, 2024
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Agenda items are available on our website at http://www.cityofstuart.us
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - STUART MIDDLE SCHOOL MARKETING & ARTS

PROCLAMATIONS

2. PUBLIC SAFETY TELECOMMUNICATORS WEEK - APRIL 14-20, 2024

3. DONATE LIFE MONTH - APRIL 2024

4. CHILD ABUSE PREVENTION MONTH - APRIL 2024

5. STAMP OUT HUNGER DAY - MAY 11, 2024

6. LUPUS AWARENESS MONTH - MAY 2024

PRESENTATIONS

7. SERVICE AWARDS - APRIL 2024

8. 2024 LEGISLATIVE SUMMARY

9. CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY (SCMC) "BOOK SMART WORLD READER" AWARD FOR ESYI

10. FEDERAL RAILROAD ADMINISTRATION QUIET ZONE ESTABLISHMENT PROCESS

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

CONSENT CALENDAR

11. APPROVAL OF 03/25/2024 CCM MINUTES (RC)

12. CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY ANNUAL GRANT FOR THE EAST STUART YOUTH INITIATIVE (RC):

RESOLUTION No. 42-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT FOR FISCAL YEAR 2025; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. COMMUNITY REDEVELOPMENT BOARD RATIFICATION (RC):

RESOLUTION No. 43-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENT OF A COMMUNITY REDEVELOPMENT BOARD (CRB) MEMBER, FULFILLING THE VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. ROAD TO VICTORY MILITARY MUSEUM (RC):

RESOLUTION No. 44-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A LETTER ALLOWING A UNITED STATES ARMY TANK TO BE DISPLAYED ON CITY PROPERTY LEASED BY THE ROAD TO VICTORY MILITARY MUSEUM, INC. LOCATED AT 319 E. STYPMANN BLVD. STUART, FL 34994 AS WELL AS ALLOWING THE ROAD TO VICTORY MILITARY MUSEUM TO RELOCATE THE FRANKLIN MONUMENT IF DEEMED APPROPRIATE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. CRA APPOINTMENT FOR CRB BOARD MEMBER MARK BRECHBILL (RC):

RESOLUTION No. 45-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING MARK BRECHBILL AS A BOARD MEMBER OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA); FULL-FILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

16. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PROJECT LIFT AND THE CITY OF STUART (RC):

RESOLUTION No. 03-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PROJECT L.I.F.T., INC. AND THE CITY OF STUART TO CREATE A FACILITY REFERRED TO AS THE "STUART JOB TRAINING AND ENTREPRENEUR CENTER" FOR VOCATIONAL TRAINING, WORKFORCE AND PROFESSIONAL DEVELOPMENT PROGRAMMING AND BUSINESS INCUBATION, WHICH IS TO BE LOCATED AT 720 SE MARTIN LUTHER KING JR. BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Nina Mullin

Title of Item:
ARTS MOMENT - STUART MIDDLE SCHOOL MARKETING & ARTS

Summary Explanation/Background Information on Agenda Request:
Marketing Teacher, Stephanie David-Chang and Art Teacher, Cheryl Odza from Stuart Middle School will present their new school crest and student art.

Funding Source:
N/A

Recommended Action:
Enjoy!

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
PUBLIC SAFETY TELECOMMUNICATORS WEEK - APRIL 14-20, 2024

Summary Explanation/Background Information on Agenda Request:
Every year during the second week of April, the telecommunications personnel in the public safety community are honored. National Public Safety Telecommunicators Week celebrates and thanks those who dedicate their lives to serving the public.

Funding Source:
N/A

Recommended Action:
Issue Proclamation

ATTACHMENTS:
1. Public Safety Telecommunicators Week - April

PROCLAMATION

PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 14 – 20, 2024

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services. When an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Stuart's emergency communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the City of Stuart have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE I, REBECCA S. BRUNER, Mayor of the City of Stuart**,** Florida, do hereby proclaim the week of April 14 – 20, 2024 in the City of Stuart, Florida as:

PUBLIC SAFETY TELECOMMUNICATORS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of April, 2024.

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REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
DONATE LIFE MONTH - APRIL 2024

Summary Explanation/Background Information on Agenda Request:
Donate Life Month is a celebration that honors living organ and tissue donors for saving and healing lives! In 2023, nearly 7,000 people made the decision to give one of their kidneys or a part of their liver to someone waiting for a second chance at life.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Donate Life Month - April

PROCLAMATION

DONATE LIFE MONTH
APRIL 2024

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life. Over 103,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 5,100 reside in Florida; and

WHEREAS, a record number of transplants, nearly 47,000, occurred in 2023 thanks to the generosity of over 23,000 deceased and living donors, of which 3,300 transplant patients and more than 1,300 deceased and living donors were from Florida; and

WHEREAS, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8-minutes and each day roughly 17 people die due to the lack of available organs; and

WHEREAS, more than 11.3 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license. Non-profit, Lifelink of Florida, is dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart**,** Florida, do hereby proclaim the month of April 2024 in the City of Stuart, Florida as:

DONATE LIFE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of April, 2024.

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REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
CHILD ABUSE PREVENTION MONTH - APRIL 2024

Summary Explanation/Background Information on Agenda Request:
April is nationally recognized as Child Abuse Prevention Month, a time for our community to come together to celebrate the small actions each of us can take that make a big impact on the well-being of our children. Thousands of cases of child abuse and neglect are reported in our community each year. But there's good news! Child Abuse is 100% preventable!

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Child Abuse Prevention Month - April 2024

PROCLAMATION

CHILD ABUSE PREVENTION MONTH
APRIL 2024

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Stuart, Florida. Child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families. Communities must make every effort to promote programs and activities that create strong and thriving children and families.

WHEREAS, Helping People Succeed is celebrating 60 years of service to the community. Through its diversified, effective program services and initiatives, hundreds of the most vulnerable local children, families and adults have been able to transform their lives through education, counseling, training and employment.

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment. Prevention remains the best defense for our children and families.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart**,** Florida, do hereby proclaim the month of April 2024 as:

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of April, 2024.

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REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
STAMP OUT HUNGER DAY - MAY 11, 2024

Summary Explanation/Background Information on Agenda Request:
The Stamp Out Hunger Food Drive is a charitable initiative conducted by the United States Postal Service, National Rural Letter Carriers' Association & National Association of Letter Carriers in the United States to make significant donations of food to organizations serving needy persons. To donate, just place a box or can of non-perishable food next to your mailbox before your letter carrier delivers mail on the second Saturday in May. The carrier will do the rest. The food is sorted and delivered to an area food bank or pantry, where it is available for needy families.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Stamp Out Hunger Day - April

PROCLAMATION

STAMP OUT HUNGER DAY
MAY 11, 2024

WHEREAS, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one day food drive, distributing the donations to local food banks; and

WHEREAS, the Letter Carriers' Stamp Out Food Hunger Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than a billion pounds of food have been collected; and

WHEREAS, food collected during the Stamp Out Hunger food drive provides a critical supply for House of Hope and partnering local agencies who strive to empower Martin County residents to overcome hunger and hardship. Collected food items supply the four Client Choice pantry services in Martin County and expanding nutrition initiatives designed to combat the rising levels of obesity-related illnesses in lower income households; and

WHEREAS, we would like to recognize all letter carriers for their hard work and their commitment to their communities. All food collected in our community stays in our community and we support carriers' efforts to help those in need in our community.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart**,** Florida, do hereby proclaim the May 11, 2024 in the City of Stuart, Florida as:

STAMP OUT HUNGER DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of April, 2024.

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REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
LUPUS AWARENESS MONTH - MAY 2024

Summary Explanation/Background Information on Agenda Request:
May is Lupus Awareness Month. Some people call lupus an “invisible illness” because it is often not recognizable to others. CDC and partners are working to make lupus visible by raising awareness about this disease.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Lupus Awareness Month - April 2024

PROCLAMATION

LUPUS AWARENESS MONTH
MAY 2024

WHEREAS, lupus is an unpredictable and misunderstood autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than 1.5 million Americans and 5 million worldwide, suffer from the devastating effects of this cruel and mysterious disease, including over 100,000 Floridians; and

WHEREAS, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

WHEREAS, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians, and Native Americans are two to three times more likely to develop lupus – a disparity that remains yet unexplained; and

WHEREAS, lupus organizations call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professionals, patients and the public, and recognition of lupus as a significant public health issue.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart**,** Florida, do hereby proclaim the month of May 2024 as:

LUPUS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of April, 2024.

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REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Kathy Martin

Title of Item:
SERVICE AWARDS - APRIL 2024

Summary Explanation/Background Information on Agenda Request:

Robert Carson	Fire Department	10 Years
Jordan Pinkston	Community Redevelopment Agency	5 Years
Jerry Thomas Jr.	Utilities & Engineering	5 Years

Funding Source:
General Fund

Recommended Action:
Present Awards

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Ben Hogarth

Title of Item:
2024 LEGISLATIVE SUMMARY

Summary Explanation/Background Information on Agenda Request:
Presentation by staff on critical legislation either adopted or that failed during the 2024 Legislative Session with relevant impact to the City of Stuart. The reference sheet included has the bill summaries for the board's convenience. In addition to the laws adopted by the Florida Legislature, the presentation will also include matters currently slated for referendum in the November election cycle.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:
1. 2024 Legislative Recap Bill Summaries

2024 Legislative Session Recap – Reference Sheet

Key Bills that Passed:

Affordable Housing – Passed

CS/CS/SB 328 (Calatayud) amends various provisions of the Live Local Act (act), passed during the 2023 Regular Session. The bill does the following:

•Adjusts the height allowances for parcels adjacent to single-family residential uses within a single-family neighborhood.

•Provides that if a proposed development is "adjacent to, on two more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the local government may restrict the height of the proposed development to 150% of the tallest building on property within one-quarter mile of the proposed development or three stories, whichever is higher."

•Prohibits qualifying developments within one-quarter mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of a runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in a local government's airport master plan. Also applies to developments that exceed maximum height restrictions within the airport zoning regulations.

•Clarifies that a local government's "currently allowed" density, height, and floor area ratio does not include any bonuses, variances, or other special exceptions provided in their regulations.

•Modifies parking reduction requirements for qualifying developments located near certain transportation facilities.

•Proposes funding the Hometown Hero Program at $100 million.

CS/CS/SB 328 Passed the Senate (40-0) and the House (112-1) and is now awaiting action by the Governor. (Branch)

Residential Building Permits – Passed

CS/CS/CS/HB 267 (Esposito) does the following:

Requires a local government to approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

•30 business days residential permits under 7,500 square feet

•60 business days residential associated permits over 7,500 square feet

•60 business days signs or nonresidential less than 25,000 square feet

•60 business days for multifamily residential not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration

•12 business days for using a master building permit consistent with s. 553.794 to obtain a site-specific building permit

•10 business days for a single-family residential dwelling who participates in a Community Development Block Grant–Disaster Recovery program

•Provide framework for responding to insufficient application within 10 business days. The curing process will provide 10 days for applicant to respond and final 10 days for local government to approve or deny the permit.

•Require a local government to determine if a building permit application is complete within five business days of receiving the application or the application is determined to be properly completed and accepted.

•Allow local governments to use certain fees for technology upgrades.

Alternative Plans Review and Inspection by a licensed professional engineer or architect:

•Specifies a timeframe of 10 business days for local building officials to issue permits or provide written notices regarding plan deficiencies.

•If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

•Prohibits a local government from auditing the performance of building code inspections by a private provider until the local government has created a manual for standard operating audit procedures.

•Requires the manual to be publicly available online and a printed version readily accessible in the agency building. (Branch)

CS/CS/CS/HB 267 passed the House (83-29) and the Senate (36-0) and is awaiting action by the Governor. (Branch)

Cybersecurity Incident Liability – Passed

CS/CS/HB 473 (Giallombardo) exempts cities, counties and political subdivisions of the state, from liability in connection with a cybersecurity incident if the local entity has substantially complied with the current training and cybersecurity standards requirements under Section 282.3185, Florida Statutes.

CS/CS/HB 473 passed the House (81-28) and the Senate (32-8) and is awaiting action by the Governor. (Wagoner)

Improvements to Real Property – Passed

CS/CS/CS/SB 770 (Martin) revises requirements relating to the Property Assessed Clean Energy (PACE) program.

•The bill authorizes the use of interlocal agreements for the purpose of PACE financing but specifies that the property for which qualifying improvements are made must be located within the jurisdictions of the local governments that are parties to the interlocal agreement.

•The bill authorizes local governments to enter financing agreements with property owners to finance or refinance qualifying improvements and require such agreements to meet specified conditions.

•The definition of "qualifying improvement" is expanded to include wastewater improvements relating to repair, replacement, or conversion of a septic tank system, and flood and water damage mitigation and resiliency improvements.

•The bill revises and specifies public recording requirements for assessment financing agreements and notices of lien.

•The bill authorizes local governments to include in any contracts with program administrators provisions for performing annual reviews to confirm compliance.

•The bill prohibits liens relating to PACE improvements from being enforced in a manner that accelerates the remaining nondelinquent unpaid balance.

•Numerous new consumer protection requirements are imposed on the approval of PACE financing agreements, including requirements that a local government or program administrator determine whether a property owner has the ability to pay the assessment, requirements for disclosures to property owners, requirements for obtaining the consent of certain mortgage holders or loan servicers, requirements for monitoring compliance by qualifying improvement contractors, and requirements for annual reporting by local governments.

CS/CS/CS/SB 770 passed the Senate (34-2) and the House (87-24) is awaiting action by the Governor. (O'Hara)

Expedited Approval of Residential Building Permits – Passed

CS/CS/CS/SB 812 (Ingoglia) is a comprehensive bill dealing with the expedited approval of residential building permits that does the following:

•Creates a two-step application process that would include the adoption of a preliminary plat and a final plat in order to expedite the issuance of building permits.

•Applies to municipalities who have 25 acres more of contiguous land zoned for residential or agricultural purposes.

•Allows cities to work with the appropriate local government agencies to issue an address and a temporary parcel identification number for lot lines and lot sizes based on the metes and bounds of the plat contained in the application.

•Requires municipalities to establish a registry of three qualified contractors to assist with plans review and processing.

•Requires applicants to have a performance bond for up to 130%.

•Requires applicants to indemnify local governments that issue the permit.

•Specifies that upon an applicant's request, a local government must issue no less than 50% of the permits for dwellings to be built.

•Was amended on the floor to require municipalities with a population of 10,000 or more with 25 acres or more of contiguous land for residential or agricultural purposes to create the expedited approval of residential building permits program.

CS/CS/CS/SB 812 passed the Senate (40-0) and the House (89-25) and is awaiting action by the Governor. (Chapman)

Local Regulation of Nonconforming or Unsafe Structures – Passed

CS/SB 1526 (Avila) restricts local governments from prohibiting, restricting, or preventing the demolition of nonconforming or unsafe structures. The bill authorizes the demolition of a structure and automatic replacement without requiring the new structure to have historical features or characteristics. The bill also prohibits local governments from imposing additional restrictions on the demolition or redevelopment that depart from existing requirements for a similarly situated parcel. The bill specifies the provisions do not apply to a structure individually listed in the National Register of Historic Places or a contributing structure listed prior to 2000, a single-family home, or a structure located on a barrier island in a municipality with a population less than 10,000, which has at least six city blocks that are not located within flood zones V, VE, AO or AE, as identified in Flood Insurance Rate Map issued by FEMA.

CS/SB 1526 passed the Senate (36-2) and the House (86-29) and is awaiting action by the Governor. (Cruz)

Local Government Actions – Passed

CS/CS/SB 1628 (Collins) revises exemptions from the application of SB 170, relating to local ordinances and business impact estimates, passed in the 2023 Legislative Session. CS/CS/SB 1628 eliminates the exemption from the requirement to file a business impact estimate for ordinances relating to a comprehensive plan amendment or land development regulation initiated by a municipality or county. It adds an exemption for a comprehensive plan amendment and land development regulation amendment initiated by a private party.

CS/CS/SB 1628 has passed the Senate (30-1) and the House (84-30) and is awaiting action by the Governor. (O'Hara)

Ratification of Statewide Stormwater Rule 62-330 (Support) – Passed

CS/SB 7040 (Environment and Natural Resources Committee) ratifies the revised stormwater rules under Chapter 62-330 of the Florida Administrative Code, titled "Environmental Resource Permitting" (ERP), as proposed by the Department of Environmental Protection (DEP) and filed for adoption with the Florida Department of State pursuant to the certification package dated April 28, 2023. The new rules will specifically:

• Create new minimum performance standards for all ERP stormwater systems.

• Require applicants to demonstrate through modeling and calculations based on local conditions and annual runoff volumes that their proposed stormwater treatment system is designed to discharge to the required treatment level.

• Create new requirements for periodic inspections and the operation and maintenance of stormwater treatment systems.

• Provide new permitting criteria applicable to the construction of new dams or alteration of existing dams

CS/SB 7040 passed the Senate (37-0) and the House (114-0) and is awaiting action by the Governor. (O'Hara)

Key Bills that Failed:

Municipal Water and Sewer Utility Rates – Failed

HB 47 (Robinson, F.) and SB 104 (Jones) require a municipality that operates a water or sewer utility providing services to customers in another recipient municipality using a facility or plant located in the recipient municipality to charge customers in the recipient municipality the same rates, fees and charges it imposes on customers within its own municipal boundaries. (O'Hara)

Sovereign Immunity (Oppose) – Failed

CS/CS/CS/SB 472 (Brodeur) and CS/CS/HB 569 (McFarland) increase the statutory limits on liability for tort claims against the state and its agencies and subdivisions (which include cities). The current statutory limits for claims are $200,000 per person and $300,000 per incident. Both bills would increase the caps to $400,000 per person and $600,000 per incident. CS/CS/HB 569 initially required caps to be adjusted annually on July 1 to reflect changes in the regional Consumer Price Index, but this was removed from CS/CS/HB 569 in committee. CS/CS/CS/SB 472 was amended to require this adjustment to reflect the CPI to occur on July 1, 2029, and to occur every five years thereafter so long as the adjustment does not exceed 3%. The bills prohibit an insurance policy from conditioning the payout of a claim on the passage of a claims bill. Both bills allow a subdivision of the state to settle a claim above statutory limits without the need for a claims bill. The bills narrow the statute of limitation on negligence claims against government entities from four years to two years. CS/CS/CS/SB 472 was further amended in its last committee stop, lowering the proposed increase of the sovereign immunity caps to $300,000 per person and $500,000 per incident. (Cruz)

Local Business Taxes – Failed

CS/CS/HB 609 (Botana) and SB 1144 (DiCeglie) would repeal local governments' ability to levy a local business tax (LBT). CS/HB 609 was amended to no longer repeal the LBT. However, the amount of revenue generated from the collection of the LBT is being capped using fiscal year 23/24 as the base year. Local governments may not generate more revenue in any year moving forward above the base year of 23/24. Rates for the fees may be lowered, but not increased. CS/CS/HB 609 was amended to not apply to fiscally constrained counties or a municipality located in a fiscally constrained county. (Chapman)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Ben Hogarth, Jim Chrulski

Title of Item:
CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY (SCMC) "BOOK SMART WORLD READER" AWARD FOR ESYI

Summary Explanation/Background Information on Agenda Request:
Community Services Department is sharing The East Stuart Youth Initiative (ESYI after-school program) won the Children's Services Council of Martin County "Book Smart World Reader" Award. The Book Smart World Reader program works with its partners to get children reading at least 25 books a year because readers grow up to have better educational outcomes, higher earning potential, and emotional intelligence.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Peter Kunen, Milton Leggett

Title of Item:
FEDERAL RAILROAD ADMINISTRATION QUIET ZONE ESTABLISHMENT PROCESS

Summary Explanation/Background Information on Agenda Request:
City staff has been monitoring traffic and evaluating the five crossings over the Flagler East Coast Railroad (FECR) within the boundaries of the City of Stuart. Staff will present the information provided by the Federal Department of Transportation, Federal Rail Administration pertaining to the application and approval of quiet zones. It currently remains the Commissioner's policy to apply jointly with Martin County if Martin County decides to seek quiet zones. Although the City is not currently filing for quiet zones on its own, staff continues to monitor the crossings and evaluate the circumstances with the primary goal of maintaining safe intersections.

Funding Source:
N/A

Recommended Action:
The presentation is just provided for informational purposes. Please provide any comments or feedback.

ATTACHMENTS:
1. Quiet Zone Presentation_4-08-24

City of Stuart

Quiet Zone Presentation

Overview

1. Quiet Zone Basics
2. City of Stuart Quiet Zone Overview
3. Quiet Zone Process

Why do trains sound their horns?

- Railroads are regulated by the Federal Railroad Administration (FRA)
- Train horns are required by the FRA
- Decibel level requirements for horns
- Advance notice (20 seconds)

What is a Quiet Zone?

- A Quiet Zone exists where a train horn does *not* need to sound
- The crossings need to be upgraded to be safer without horns than they are in current state with horns.
- Achieved via:
  - Supplemental Safety Measures (SSM) at every crossing; or
  - Proposed design's Quiet Zone Risk Index (QZRI) qualifying for Quiet Zone

Quiet Zones

The Process

PHASE I Study (CURRENT)

- Agency Coordination
- Conceptual Design / Safety Analysis
- Public Outreach
- Final Report

PHASE II Implementation (FUTURE)

- Permitting (FRA, FECR)
- Final Design
- Funding
- Construction
- FRA Certification

Agency Coordination

Stakeholder organizations will meet at each crossing and discussed proposed improvements

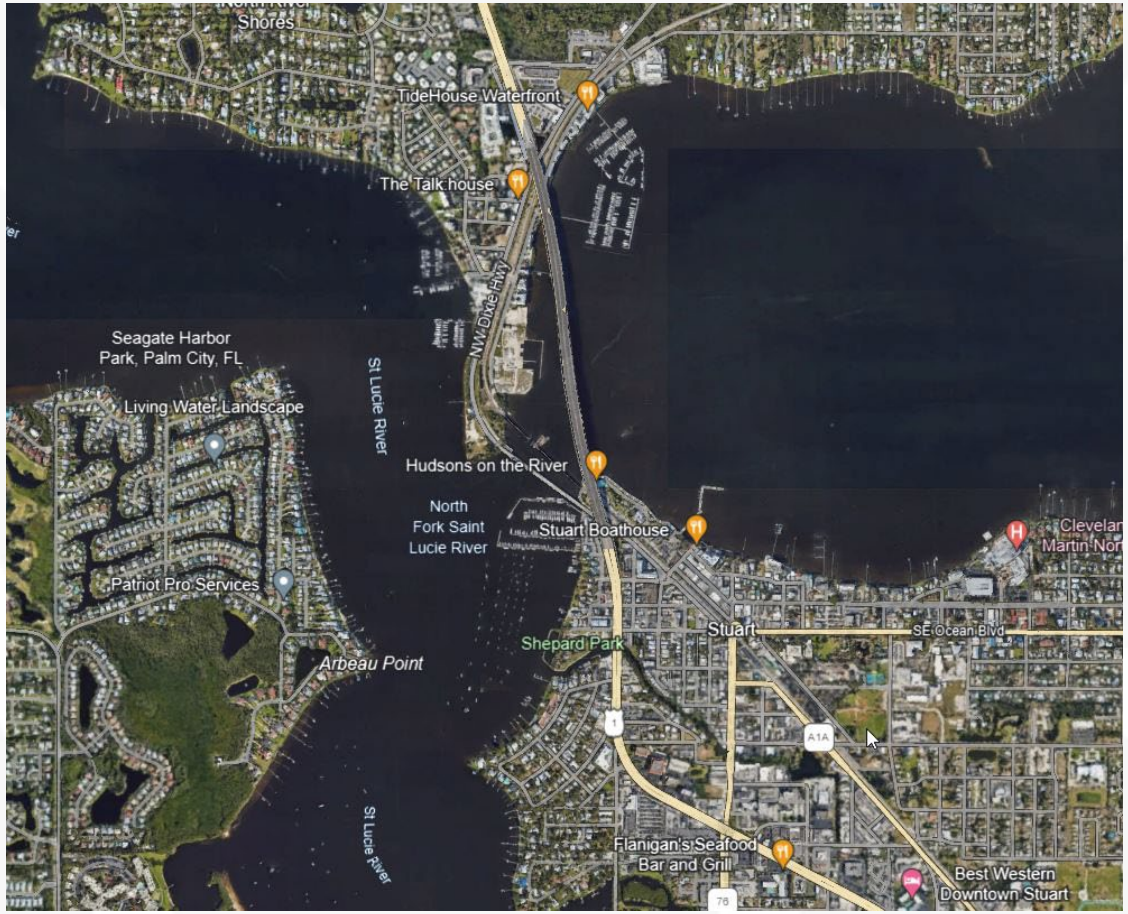
Agencies involved:

- City of Stuart
- FRA
- FECR

The City of Stuart Quiet Zone Area

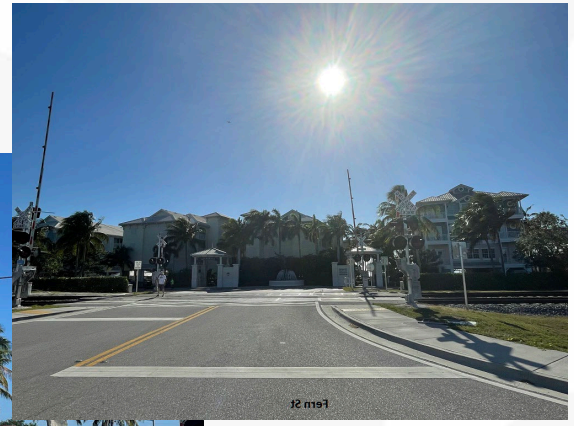
City of Stuart Railroad Crossings

- Florida Street
- MLK Jr. Boulevard
- Colorado Avenue (Confusion Corner)
- Sailfish Circle (Joan Jefferson)
- Fern Street



Conceptual Design

- Each crossing will be reviewed to determine the measures required to meet specific safety criteria



DESIGN FOCUS AREAS

Safety Improvements

- Four-quadrant gates
- Flexible Lane Delineators
- Refreshed roadway striping and updated signage

DESIGN FOCUS AREAS

Safety Improvements

- Four-quadrant gates

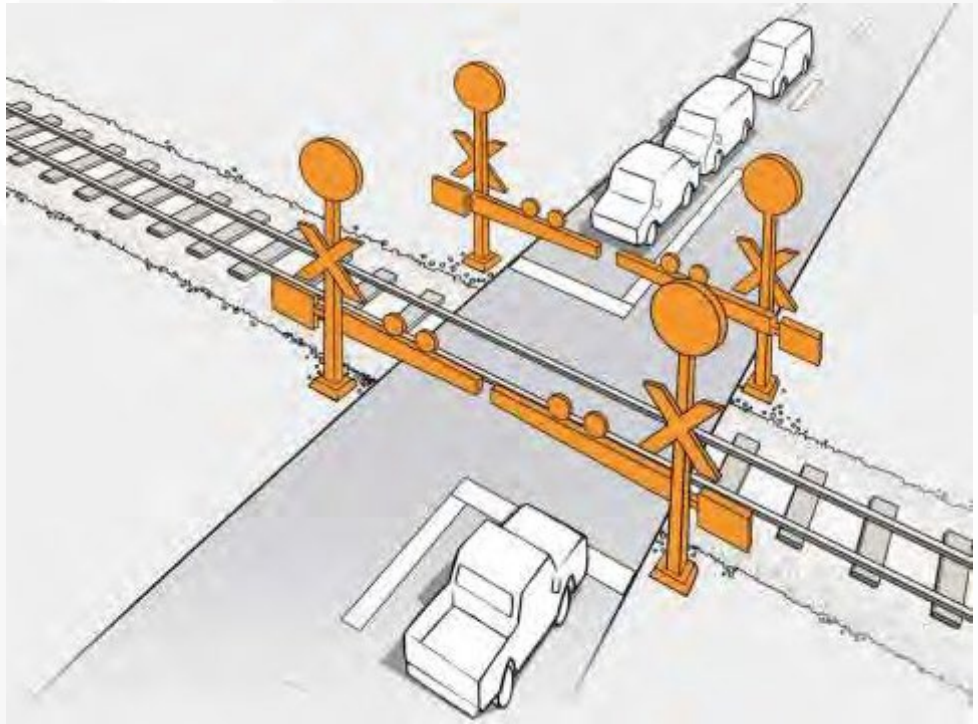


Image: https://hsr.ca.gov/about/safety/quad-gates/

DESIGN FOCUS AREAS

Safety Improvements

- Flexible Lane Delineators

DESIGN FOCUS AREAS

Safety Improvements

- Refreshed roadway striping and updated signage

Conceptual Design – Florida Street

- Preliminary Review in Progress

Conceptual Design – MLK Jr. Boulevard

- Preliminary Review in Progress

Conceptual Design – Colorado Avenue (Confusion Corner)

- Preliminary Review in Progress

Conceptual Design – Sailfish Circle (Joan Jefferson)

- Preliminary Review in Progress

Joan Jefferson

Conceptual Design – Fern Street

- Preliminary Review in Progress

FUTURE

Public Outreach

- Feedback from these meetings will help inform future decisions

FUTURE

Final Report

- Brings together all steps taken in this process
- Provides recommendations to the City

FUTURE

Implementation

- Permitting (FEC, FRA, FDOT)
- Final Design
- Funding
- Construction

Questions?

City of Stuart

KEY PERSONNEL

CITY OF STUART

MICHAEL MORTELL, CITY MANAGER

MILTON LEGGETT, PUBLIC WORKS DIRECTOR

PETER A. KUNEN, P.E., U & E DIRECTOR

FEDERAL RAILROAD ADMINISTRATION (FRA)

RORY NEWTON, RAILROAD SAFETY INSPECTOR

FLORIDA EAST COAST RAILWAY (FEC)

ROBERT LEDOUX, GENERAL COUNCIL

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 03/25/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approve Minutes.

ATTACHMENTS:
1. 03/25/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MARCH 25, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

5:30 PM

PRESENT: Mayor Bruner, Vice Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner McDonald.

INVOCATION

Pastor James Harp, Stuart Alliance Church gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke

- Commented on the Annual Gala (NAACP) and announced she received the humanitarian award.
- Commented that there was a Community Redevelopment Agency (CRA) meeting earlier and stated how successful the Agency is. Commended CRA Director and those who work on the CRA planning.

Mayor Bruner

- Commented that our city would not be what it is if it wasn't for our small businesses.

- Commented on the Boys & Girls Club being a great organization.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commended Commissioner Clarke on her Humanitarian Award from the NAACP.
- Commented on the ribbon cutting at Poppleton Creek Park.
- Reported on the Water Fest event and noted it was on the same day as the Downtown Art Show.
- Stated he met with the US Department of Transportation and commented on quiet zones and intersections and Milton Leggett, Public Works Director, and Peter Kunen, U&E Director, will do a presentation at our next Commission Meeting on April 8, 2024.

APPROVAL OF AGENDA

5:38 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Trevor Sherrard - SE 5th St.; Provided an update on a little league for special needs kids being held on April 4, 2024, it will be their first game and encouraged the community to come out and support the Miracle League of Martin County Organization.
2. Tom Campenni - St. Lucie Crescent; Commended Peter Kunen, U&E Director, for the good work in helping with a water line leak at his home.
3. Candace Callahan - SE Edler Dr.; Provided updates on Stuart Main Street and provided statistics on the public attendance at local events.

CONSENT CALENDAR

1. APPROVAL OF 03/11/2024 CCM MINUTES (RC)

2. ROW DEDICATION LOCATED AT 110 NW DIXIE HWY (INSTALL GATEWAY SIGN) (RC):

RESOLUTION No. 20-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING THE CONVEYANCE TO THE CITY OF 300 SQUARE FEET RIGHT-OF-WAY ALONG THE SOUTHERN EDGE OF THE PROPERTY LOCATED AT 110 NW DIXIE HIGHWAY TO INSTALL A GATEWAY SIGN; AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT-OF-WAY DEED AND OTHER DOCUMENTATION ACCOMPLISHING SAME; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

***** PULLED ITEM #3 *****

3. RFQL #2024-400, CONSTRUCTION MANAGER AT RISK FOR UNDERGROUNDING AND STREETSCAPE PROJECT (RC):

RESOLUTION No. 31-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING THE AUTHORIZATION TO NEGOTIATE FOR RFQL #2024-400, CONSTRUCTION MANAGER AT RISK FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH THE ONLY PROPOSER, BURKHARDT CONSTRUCTION, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. RATIFICATION OF A CRB & LPA BOARD MEMBER (RC):

RESOLUTION No. 35-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENTS OF A COMMUNITY REDEVELOPMENT BOARD (CRB) AND LOCAL PLANNING AGENCY (LPA) BOARD MEMBER, FULFILLING VACANCIES ON THE BOARDS FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. APPLICATION FOR SUPPLEMENTAL FUNDING FOR S.A.F.E. PROGRAM GRANT (RC):

RESOLUTION No. 36-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY TO SUBMIT AN APPLICATION FOR SUPPLEMENTAL FUNDS FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

Commissioner Clarke commented on Item #4 of the Ratification of CRB & LPA Board Members and thanked Chris Lewis for his time on the CRB.

5:47 PM MOTION: Approve consent calendar pulling Item #3.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

***** PULLED ITEM #3 FROM CONSENT CALENDAR *****

3. RFQL #2024-400, CONSTRUCTION MANAGER AT RISK FOR UNDERGROUNDING AND STREETSCAPE PROJECT (RC):

RESOLUTION No. 31-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING THE AUTHORIZATION TO NEGOTIATE FOR RFQL #2024-400, CONSTRUCTION MANAGER AT RISK FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH THE ONLY PROPOSER, BURKHARDT CONSTRUCTION, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vice Mayor Rich requested Pinal Gandhi-Savdas to show a visual of the streetscape without the undergrounding.

Ms. Pinal Gandhi-Savdas, CRA Director, stated that there would be a whole presentation and visuals presented when the third proposal is brought back to the Commission.

Commissioner McDonald specified he would like an accurate depiction of the light poles.

Commissioners and City Manager had a brief discussion on what the bid is for and how long it will take for the final proposal.

5:54 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

<u>COMMISSION ACTION</u>

6. AUTHORIZATION TO RESCIND HUDSON'S ON THE RIVER VALET PARKING AGREEMENT (RC):

RESOLUTION No. 37-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RESCINDING THE LICENSE AGREEMENT BETWEEN THE CITY OF STUART AND HUDSON'S ON THE RIVER, LLC TO UTILIZE PARKING LOCATED AT NORTH END OF FLAGLER AVENUE FOR THE PURPOSE OF OPERATING A DOWNTOWN VALET PARKING SERVICES PILOT PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell provided a history of the land where Hudson's on the River and Sunset Bay Marina are located and gave a description of what led to the parking agreement the City has with Hudson's on the River.

Commissioner McDonald commented that three (3) hour parking is in place in that area.

Mayor Bruner stated she wanted to apologize to her fellow Commissioners because she felt like she spoke out of term and explained briefly the discussion she had with the business owner Mr. Menakatis.

Commissioners and City Manager continued discussion on the amount of cones in the parking spaces, building of dedicated parking spaces, construction of the railroad bridge, having signage to specify and making it obvious the free valet is for all people not just patrons.

PUBLIC COMMENT:

1. Helen McBride - SE Flamingo Ave.; Stated the cones are out by 3PM - 3:15PM, requested that signage be placed for complimentary valet parking and stated the residents come to her and express their issues to her so she could bring them to the Commission.
2. Missy Harris - SE Alamanda Way; Provided examples of what they do in Maine.
3. Ben Foster - Director of Operations at Hudson's on the River; Stated there is a sign on the valet stand that says complimentary valet. The valet company requires that the representative from their company park the cars for liability reasons; the valet is directed to park any car that wants to, it does not need to be a patron of the restaurant.

Commissioners continued discussion.

6:16 PM No Motion Made - Resolution - Voided.

ORDINANCE SECOND READING

7. AMENDMENTS TO THE CITY OF STUART'S LAND DEVELOPMENT CODE AND CODE OF ORDINANCES (RC):

ORDINANCE No. 2525-2024; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER VIII OF THE CITY OF STUART'S LAND DEVELOPMENT CODE (ADMINISTRATION AND ENFORCEMENT); AND AMENDING PART II, CHAPTERS 2 AND 32 OF THE CITY OF STUART'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6:35 PM

Lee Baggett, City Attorney, presented the item and spoke on the House Bill (HB 601) that prohibits any boards from overseeing investigations relating to police misconduct. City Attorney Baggett spoke on the removal of SIRB due to the House Bill.

6:37 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

8. **(WITHDRAWN BY APPLICANT)**
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

No action taken; Item withdrawn.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

6:38 PM

Mary R. Kindel, City Clerk **Rebecca S. Bruner, Mayor**

Minutes to be approved at the Regular Commission Meeting this 8th day of April, 2024.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Ben Hogarth, Jim Chrulski

Title of Item:
CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY ANNUAL GRANT FOR THE EAST STUART YOUTH INITIATIVE (RC):

RESOLUTION No. 42-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT FOR FISCAL YEAR 2025; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Each year, the City of Stuart Community Services Department receives a substantial grant from the Children's Services Council of Martin County (CSCMC) for its East Stuart Youth Initiative (ESYI) after-school and childcare program. Since its inception in 2003, the program has enriched the lives and scholastic achievement of children in East Stuart. The City of Stuart is the lead grant administrator and collaborates with the CSCMC for all grant deliverables and accounting. For the 2025 Fiscal Year, the City anticipates an award of $400,919.00 for services rendered by the City's Community Services Department and the Police Department.
Summary:
$351,063 - Community Services Department
49,856 - Stuart Police Department
$400,919 - Total Grant

Funding Source:
$400,919.00 from the CSCMC

Recommended Action:
Motion approval of Resolution No. 42-2024

ATTACHMENTS:
1. R42-2024 Authorizing grant application to CSCMC for FY 2025

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 42-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT FOR FISCAL YEAR 2025; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County is an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a consecutive grant for the East Stuart Youth Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is subject to accept a grant from the Children's Services Council in the amount of

$400,919.00 for Fiscal Year 2025 East Stuart Youth Initiative after-school program operating at the 10th Street Community Center.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The City Commission of the City of Stuart, Florida authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative for FY 2025, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

SECTION 2: Upon grant approval through the CSCMC, the City expects to manage a total grant award of $400,919.00 This includes $351,063 for services administrated by the Community Services Department, and an additional $49,856 for services administrated by the Stuart Police Department.

SECTION 3: The City Commission also authorizes the Community Services Department to accept up to 10% in additional grant funding if awarded by the CSCMC Board of Directors, and apply and expend any additional emergency funding, if needed. The Community Services Department will serve as lead administrator and operator for the grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

Resolution No. 42-2024
Authorizing a grant application to the CSCMC for Fiscal Year 2025 for the East Stuart Youth Initiative

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
COMMUNITY REDEVELOPMENT BOARD RATIFICATION (RC):

RESOLUTION No. 43-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENT OF A COMMUNITY REDEVELOPMENT BOARD (CRB) MEMBER, FULFILLING THE VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Commissioner liaison, Rebecca S. Bruner, requests to appoint Anita Cocoves to the CRB for the remaining term of April 8, 2024 - December 31, 2024.

Funding Source:
N/A

Recommended Action:
Motion to approve Resolution No. 43-2024.

ATTACHMENTS:
1. R43-2024 CRB Advisory Board Member Ratification
2. R43-2024 Attachment_Board Application_CRB_Anita Cocoves

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 43-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENT OF A COMMUNITY REDEVELOPMENT BOARD (CRB) MEMBER, FULFILLING THE VACANCY ON THE BOARDS FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * *

WHEREAS, appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is ratified by the Commission as a whole, and

WHEREAS, the Community Redevelopment Board (CRB) has a total of seven (7) board members; two of which shall be selected by the majority vote of the Stuart City Commission. One vacant position exists on the CRB for Commissioner appointment, for the remaining 2024 term, present through December 31, 2024, and

WHEREAS, Commissioner liaison, Becky Bruner, recommends Ms. Anita Cocoves as her CRB appointment; application is attached hereto as "Attachment A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby appoints Anita Cocoves to the CRB position.

SECTION 2: The City Clerk shall notify and provide the appointee information regarding the current provisions of the Florida Government-in-the-Sunshine and Code of Ethics for Public Officers and employees statute laws.

SECTION 3: This Resolution shall take effect upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this 8th day of April, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

Advisory Board Application

Advisory Board Application

The City of Stuart recognizes that citizen participation is vital to a customer-oriented government. The City also recognizes the unique contributions made by volunteers and encourages involvement in the policy-making process through service as an Advisory Board Member.

Date	3/25/2024
Full Name	Anita Cocoves
Home Phone	7722159377
Cell Phone	772-215-9377
E-Mail	acocoves1329@gmail.com
Home Address, City, Zip	472 SE Edgewood Drive
How Long? Years & Months.	27 years
Current Employer/Occupation	Catholic Charities/Therapist
Business Address	3434 SE Dixie Highway, Stuart, FL 34997
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	Please see attached
If applicable, attach resume here.	Anita Cocoves - Resume 03042023.docx
Membership in Community Organizations or Professional Groups	Treasure Coast Critical Incident Stress Management Team-Clinical Director; Treasure Coast Critical Incident Law Enforcement Trainer; Martin County Health Facilities Board-Chair; Martin County NAACP-Member

List Former Advisory Board(s) Affiliations	Treasure Coast Homeless Services Council-Secretary 20years; Department of Juvenile Justice Circuit 19 Advisory Board Chair 8 years; Boy Scout Troop 823-Chair 3 years
Why do you wish to serve on the board(s) indicated?	I believe my training and experience as the Affordable Housing Officer for Martin County BCC and 20 other years in the Treasure Coast Homeless Board and 30 as the Heath and Human Services Administrator for Martin County along with having been a resident of the City of Stuart since 1985 (and, before that Vero Beach since 1972), enables me to bring a unique perspective to the board.
Are you currently a registered voter in Martin County?	Yes
Are you part of a protected class that requires your personal information be redacted from public view?	No

(Section Break)

The following criteria will be verified by the City upon appointment

1. Members must be current residents of the city of Stuart or be property owners of real estate within the City limits.
2. Members shall be over the age of 18.
3. Member shall be appointed to fill specific one-year terms of board membership.
4. Not been convicted of a felony.

Do you meet all the requirements above?	Yes
Please identify by placing a check mark on the board(s) of your choice:	Community Redevelopment Board

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Please select which applies to you:

Gender	Female
Race	Caucasian
Disability	Not Known

NOTE:

Board Members that belong to the Community Redevelopment Board (CRB), Local Planning Agency (LPA), and Board of Adjustment (BOA) are required to complete an annual Financial Disclosure Form reporting to Florida Commission on Ethics. In addition, a background check will be processed prior to final appointment.

OTHER

APPLICATIONS WILL REMAIN ACTIVE FOR ONE YEAR FROM DATE OF RECEIPT.

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

Applications may be submitted via e-mail, regular mail, or in person:

City of Stuart, Attention: City Clerk's Office
121 SW Flagler Avenue, Stuart, FL 34994
Phone: (772) 288-5304 Website: www.cityofstuart.fl.us

Email not displaying correctly? View it in your browser.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Michelle Vicat

Title of Item:
ROAD TO VICTORY MILITARY MUSEUM (RC):

RESOLUTION No. 44-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A LETTER ALLOWING A UNITED STATES ARMY TANK TO BE DISPLAYED ON CITY PROPERTY LEASED BY THE ROAD TO VICTORY MILITARY MUSEUM, INC. LOCATED AT 319 E. STYPMANN BLVD. STUART, FL 34994 AS WELL AS ALLOWING THE ROAD TO VICTORY MILITARY MUSEUM TO RELOCATE THE FRANKLIN MONUMENT IF DEEMED APPROPRIATE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Road to Victory Military Museum is requesting permission to allow a United States Army Tank to be placed on city property currently leased by the Road to Victory Military Museum located at 319 E. Stypmann Blvd., Stuart, FL 34994.

Funding Source:
N/A

Recommended Action:
Move approval of Resolution 44-2024

ATTACHMENTS:
1. R44-2024 AUTHORIZATION LETTER FOR ARMY TANK ON CITY PROPERTY copy
2. Army email
3. Road to Victory Tank Installation 4_24

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 44-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ALLOWING A UNITED STATES ARMY TANK TO BE DISPLAYED ON CITY PROPERTY LEASED BY THE ROAD TO VICTORY MILITARY MUSEUM, INC. LOCATED AT 319 E. STYPMANN BLVD. STUART, FL 34994 AS WELL AS ALLOWING THE ROAD TO VICTORY MILITARY MUSEUM TO RELOCATE THE FRANKLIN MONUMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * *

WHEREAS, the City of Stuart entered into a lease agreement with the Road to Victory Military Museum which provided the premises for a not for profit organization to acquire and display vehicles and equipment used by the military in prior active deployments.

WHEREAS, the Board of Directors has requested permission from the City to transport and display on on or near the cartilage of the Road To Victory Museum city.

WHEREAS, there is also USS Franklin Monument located adjacent to the entry way to Memorial Park in close proximity to the Road to Victory entrance. The Museum would like permission to relocate the monument to a location on the other side of the same path where it currently exists.

WHEREAS, the City Commission finds that the Road to Victory provides public benefit by paying tribute to the veterans that have served in the past and educating visitors about the trials and tribulations faced by veterans in the past during their times of service including those that endure the ultimate sacriface by giving their lives to for the United States so the future citizens of the United States could enjoy their freedoms.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby allows Road to Victory Museum to aquire a tank for displace at the location adjacent to Memorial park and the City Manager is directed to sign any letters necessary to verify the the City commission has authorized the tank. In addition, the City Commission hereby authorizes the City Manager and Public Works director to determine if it is feasible to relocate the SS Franklin memorial in a manner that willl protect it from damage. If it is determined that the relocation is possible, the Museum shall be allowed to aquire the tank and relocate the memorial at it sole cost and expense and shall restore and impacts cause by the relocation. The Road to Victory Museum Shall meet and any requirements or conditions decided by the City Manager or Pubic Works director related to the impacts to the park and entrance way.

SECTION 2 This Resolution shall take effect upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

From: "Rieger, Zachary C CIV USARMY TACOM (USA)" <zachary.c.rieger.civ@army.mil>
Date: March 29, 2024 at 1:06:03 PM EDT
To: Ray Giasullo <r.giasullo@yahoo.com>
Subject: RE: Tank M60a3 to RTVMM

Thank you for all the info sir. This is actually the first I've heard of the rear building. Can you, or another member send me some photos of the building please?

We will require a copy of the lease agreement for the display site property (if owned by the city) and then, depending on what the lease says, the minutes from a city council meeting showing they approve the equipment being displayed there. We can accept the letter from the city as a 'place holder' for the minutes due to the time constraint in this circumstance and those meetings probably only happen every so often.

Thank you for the timely response and cooperation. Once I get the lease agreement and letter from the city I should be able to send you the Conditional Deed of Agreement (CDG), which is a legal agreement between the Army and your organization. Once, I get that back I will send you a release letter which will authorize the movement of the tank.

Respectfully,
ZACK RIEGER
DONATIONS SPECIALIST
ARMY DONATIONS PROGRAM OFFICE
US ARMY Tank-automotive and Armaments Command (TACOM)

6501 E. 11 Mile Rd.
Detroit Arsenal, MI 48397-5000
(571) 588-5575
zachary.c.rieger.civ@army.mil

City of Stuart

Rebecca Bruner, Mayor
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5312

April 8, 2024

Road to Victory Military Museum
319 E. Stypmann Blvd.
Stuart, FL 34994

Re: Authorization to install a United States Army Tank and relocate the Franklin Monument

Dear Road to Victory Military Museum Board Members,

The City of Stuart City Commission has authorized me to sign this letter allowing the Road to Victory Military Museum to accept and install a United States Army Tank on city property that they lease located at 319 E. Stypmann Blvd., Stuart, FL 34994. This also authorizes the relocation of the Franklin Monument with the provision that the Public Works Director, Milton Leggett will be there to supervise the relocation.

Sincerely,

Rebecca Bruner
Mayor

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Susej Meleqi

Title of Item:
CRA APPOINTMENT FOR CRB BOARD MEMBER MARK BRECHBILL (RC):

RESOLUTION No. 45-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING MARK BRECHBILL AS A BOARD MEMBER OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA); FULL-FILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Chapter VIII of the Land Development Code, Sec. 8.00.05 states:
A. The City Commission, plus two members of the Community Redevelopment Board (CRB), shall be the Community Redevelopment Agency (CRA) Board for the city, in accordance with F.S. § 163.357. The City Commission shall appoint the two members of the Community Redevelopment Board to serve as members of the Community Redevelopment Agency Board for a term of four (4) years.

Nik Schroth submitted his resignation from the Community Redevelopment Board, leaving one vacancy on the CRA Board. The CRB nominated Board Member Mark Brechbill, who is interested in serving on the CRA Board. The City Commission will vote on the appointment to the CRA Board at the April 8, 2024, Regular City Commission Meeting.

Funding Source:
N/A

Recommended Action:
Approve Resolution No. 45-2024, appointing Mark Brechbill as a CRA Board Member.

ATTACHMENTS:
1. R45-2024 CRA Appointment; Mark Brechbill

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 45-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING MARK BRECHBILL AS A BOARD MEMBER OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA); FULL-FILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * *

WHEREAS, The City Commission, plus two members of the Community Redevelopment Board, shall be the Community Redevelopment Agency for the City, in accordance with F.S. § 163.357. The City Commission shall appoint the two members of the Community Redevelopment Board to serve as members of the Community Redevelopment Agency, and

WHEREAS, the Community Redevelopment Board (CRB) met on April 2, 2024 and recommended Board Member Mark Brechbill to serve on the Community Redevelopment Agency (CRA).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission hereby appoints Mark Brechbill to the Community Redevelopment Agency for the term of present to December 31, 2024.

SECTION 2: The City Clerk shall notify and provide the appointee information regarding the current provisions of the Florida Government-in-the-Sunshine and Code of Ethics for Public Officers and employees statute laws.

SECTION 3: This Resolution shall take effect upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 4/8/2024 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PROJECT LIFT AND THE CITY OF STUART (RC):

RESOLUTION No. 03-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PROJECT L.I.F.T., INC. AND THE CITY OF STUART TO CREATE A FACILITY REFERRED TO AS THE "STUART JOB TRAINING AND ENTREPRENEUR CENTER" FOR VOCATIONAL TRAINING, WORKFORCE AND PROFESSIONAL DEVELOPMENT PROGRAMMING AND BUSINESS INCUBATION, WHICH IS TO BE LOCATED AT 720 SE MARTIN LUTHER KING JR. BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The proposed Memorandum of Understanding (MOU) will establish a partnership between Project LIFT and the City to create a facility referred to as the "Stuart Job Training and Entrepreneur Center" located at 720 SE Martin Luther King, Jr. Blvd and meet the CDBG COVID Grant Program objectives by providing job training and supporting entrepreneurship through training programs and creating new jobs and employment opportunities to improve the City of Stuart's economy and enhance the sustainability of the regional marketplace. The partnership will promote long-term economic growth through workforce development to meet the needs of local industries and providing a career pathway for participation in the program.

The attached MOU provides details about the program, duties and responsibilities, and terms and conditions of the anticipated lease agreement. The city will enter into a lease agreement for the Subject Property after completion of construction and certificate of occupancy (CO) of the facility at the Subject Property.

Authorize the City Manager to execute the MOU to establish a partnership with Project LIFT.

Funding Source:
N/A

Recommended Action:
Approve Resolution No. 03-2024 to execute the Memorandum of Understanding between Project LIFT and the City of Stuart.

ATTACHMENTS:
1. R03-2024 MOU 720 SE MLK Blvd
2. Attachment A - MOU Agreement
3. Exhibit 1 - CDBG COVID Grant Agreement
4. Exhibit 2 - project LIFT - Floor Plan
5. Project Lift rendering 1 - Frontage
6. Project Lift rendering 2 - Side and Rear

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 03-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PROJECT L.I.F.T., INC. AND THE CITY OF STUART TO CREATE A FACILITY REFERRED TO AS THE "STUART JOB TRAINING AND ENTREPRENEUR CENTER" FOR VOCATIONAL TRAINING, WORKFORCE AND PROFESSIONAL DEVELOPMENT PROGRAMMING AND BUSINESS INCUBATION, WHICH IS TO BE LOCATED AT 720 SE MARTIN LUTHER KING JR. BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart applied to the Florida Department of Economic Opportunity ("FDEO") for funds from the Community Redevelopment Block Grant ("CDBG") coronavirus response Program for Federal Fiscal Year 2021; and

WHEREAS, the City of Stuart was notified that $4,791,000 was approved by FDEO for the acquisition, demolition, and construction of a new facility to accommodate job training and business incubation at the property located at 720 SE Martin Luther King Jr. Boulevard, Stuart, FL 34994 (Subject Property"); and

WHEREAS, the City of Stuart purchased the Subject Property which is located in the East Stuart Neighborhood from Out of Control in Stuart, LLC; and

Resolution Number 03-2024
MOU 720 MLK Jr. Blvd.

WHEREAS, Project L.I.F.T., Inc. is an established Florida non-profit corporation that is dedicated to providing education and training services to increase a skilled workforce and employment with industry partners; and

WHEREAS, the City of Stuart has expressed a desire to partner with Project L.I.F.T., Inc. to create a Stuart Job Training and Entrepreneur Center to meet the CDBG coronavirus Program objectives by providing job training and support entrepreneurship through training programs and creating new jobs and employment opportunities to improve the City of Stuart's economy and enhance the sustainability of the regional marketplace.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City of Stuart approves the Memorandum of Understanding (MOU) between Project L.I.F.T., Inc. and the City of Stuart, a copy which is attached hereto as Attachment "A".

SECTION 2: The City Manager is authorized to execute the MOU on behalf of the City of Stuart.

SECTION 3: The City of Stuart acknowledges the importance of this partnership to promote long-term economic growth through workforce development to meet the needs of local industries and providing career pathway for participants in the program.

SECTION 4: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR				
CAMPBELL RICH, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

ADOPTED this ___ day of _____, 2024.

Resolution Number 03-2024
MOU 720 MLK Jr. Blvd.

ATTEST:

_____	_____
MARY R. KINDEL CITY CLERK	REBECCA S. BRUNER MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART AND PROJECT LIFT, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU"), made and entered into this _____ day of _____ 2024, by and between **PROJECT L.I.F.T., INC.,** (hereinafter referred to as "Project LIFT"), a Florida non-profit corporation, and the **CITY OF STUART**, a Florida municipal corporation, (hereinafter referred to as "CITY").

A. PURPOSE

The purpose of this MOU is to establish a partnership between Project LIFT and the CITY to create a facility referred to as the "Stuart Job Training and Entrepreneur Center" which is to be located at 720 SE Martin Luther King, Jr. Boulevard, Stuart, Florida 34994 ("Subject Property"). The parties intend to use the Stuart Job Training and Entrepreneur Center for vocational training, workforce and professional development programming, and business incubation to support entrepreneurship and start-up businesses. The goal is to build a skilled and versatile workforce to meet the demands of the job market, which will provide new job opportunities along with contribute to economic growth and development.

B. PROJECT AND PROGRAM DESCRIPTION

The CITY is a recipient of funds from the Community Development Block Grant Coronavirus Response Program (hereinafter referred to as "CDBG-CV") from the Florida Department of Commerce (FDC), formerly known as the Department of Economic Opportunities, which are to be used for the acquisition of the Subject Property and demolition/reconstruction of structures on the Subject Property for the creation of the Stuart Job Training and Entrepreneur Center. Attached hereto and incorporated hereto for reference purposes as **Exhibit "1"** is a copy of the CDBG-CV Grant Agreement between the CITY and FDC. Any further amendments to the CDBG-CV Grant Agreement shall be provided to Project LIFT by CITY. The objective of the Stuart Training and Entrepreneur Center will be to provide assistance to small businesses and job training and new jobs to individuals. The vision of the Stuart Training and Entrepreneur Center is to build sustainable businesses in underrepresented neighborhoods in the CITY. The graduate companies will generate new employment opportunities, improve the CITY's economy, and enhance the sustainability of the regional marketplace.

Pursuant to the CDBG-CV Grant Agreement, the Stuart Job Training and Entrepreneur Center must continue to be used for the purpose and objectives stated hereinabove for a period of at least 5 years after construction of the facility is completed and a certificate of occupation is issued. In addition, the CITY, with the assistance of Project LIFT, must provide estimates on how many Low- and Moderate- Income ("LMI") individuals will receive job training and how many LMI jobs will be created or retained as a result of the services provided by the facility in the 5-year period after completion of the project.

Under the CDBG-CV Grant Agreement, the project must meet a National Objective by having at least 51% of all jobs created being held by persons from LMI households.

C. DUTIES AND RESPONSIBLITIES

CITY AGREES TO THE FOLLOWING:

1. The CITY shall be responsible for developing +/-2.4 acres of the Subject Property which it has already acquired with funds from the CDBG-CV Grant Agreement. The Subject Property will be developed to a level that is substantially similar to Project LIFT's proposed architectural renderings/engineering plans of an approximately 12,500 square foot building which are attached hereto as **Exhibit "2**."
2. The CITY will use its standard procurement procedures in connection with the design, development and construction of the Subject Facility.
3. The CITY will coordinate with Project LIFT during the design and construction phase for input and Project LIFT agrees to provide comments in a timely manner.
4. The design, demolition and construction of the project shall not exceed the amount of $2,951,000 (pending approval of additional $1.5 Million in CDBG funding for construction).
5. Prior to the completion of construction and receipt of a certificate of occupancy for the Stuart Job Training and Entrepreneur Center, the CITY shall enter into a mutually agreeable lease with Project LIFT for the Subject to be effective after completion of construction and receipt of a certificate of occupancy.
6. The terms under this MOU are subject to availability of funding by the CDBG-CV Grant Agreement and conditioned on the fulfillment of all the CDBG-CV Grant Agreement's terms, conditions, and mutual reporting requirements. Notwithstanding anything to the contrary herein, the CITY shall not be responsible to provide any facility to Project LIFT if said funding under the CDBG-CV Grant Agreement is not realized or continued.
7. The CITY shall be responsible for submitting the required reports under the CDBG-CV Grant Agreement to the FDC to comply with the grant requirements.

PROJECT LIFT AGREES TO THE FOLLOWING:

1. Project LIFT shall provide the building plans for the construction of the Subject Facility.
2. Project LIFT shall allow the CITY to use and coordinate with Project LIFT's architect who developed the building plans for this Project.
3. Prior to completion of construction and receipt of a certificate of occupancy for the Stuart Job Training and Entrepreneur Center, Project LIFT shall enter into a mutually agreeable lease with the CITY for the Subject Property to be effective after completion of construction and receipt of occupancy.
4. Project LIFT shall be responsible for providing services, including but not limited to skilled training programs coupled with social emotional work readiness and career counseling, at the Stuart Job Training and Entrepreneur Center. Project LIFT shall have discretion on implementation of said services/programs and may utilize pre-existing services/programs as long as they are consistent with the requirements of the CDBG-CV Grant Agreement.
5. Project LIFT shall be responsible for overseeing a workforce development program serving individuals ages 14-26 years old to successfully gain and maintain employment and apprenticeship opportunities for them.
6. Project LIFT shall be responsible for providing furniture, fixtures and equipment for the Stuart Job Training and Entrepreneur Center in connection with the operation of the Program. Any furniture, fixtures and equipment provided by Project LIFT at the Stuart Job Training and Entrepreneur Center shall be the sole property of Project LIFT.
7. Project LIFT shall be responsible for providing services to create a minimum of 50 new jobs with at least 50% of all jobs created and/or retained, which will benefit LMI persons.

8. Project LIFT shall assist the CITY in timely and accurate reporting as required by the CDBG-CV Grant Agreement.
9. Project LIFT shall be responsible for implementation, administration, and operational funding of the organization with specific programs for workforce development and job readiness activities.
10. Project LIFT will assist in job search and retaining employment after program graduation. Project LIFT shall also track participant progress in the workplace through regular communication with employment and maintain records of job retention to comply with the requirements.
11. Project LIFT shall use reasonable means necessary to assist the CITY with its compliance with all the provisions of the CDGB-CV Grant Agreement between the CITY and FDC.
12. Project LIFT shall comply with the conditions contained in Attachment E of CDBG-CV Grant Agreement– Project Specific Conditions for Economic Development; Attachment F – State and Federal Statutes, Regulations, and Policies; Attachment G – the Civil Rights Requirements; and Attachment J – Audit Requirements. *See* attached **Exhibit "1".**

D. TERMS AND CONDITIONS OF ANTICIPATED LEASE AGREEMENT

1. The parties will enter into a lease agreement for the Subject Property to become effective subsequent to the completed construction and certificate of occupancy of the Facility at the Subject Property.

2. As consideration to the CITY for the granting of the lease agreement, Project LIFT shall pay the annual sum of $1.00, commencing upon the effective date of the lease agreement. The initial term of the lease agreement shall be five (5) years. The lease agreement will provide Project LIFT with the exclusive right to renew the lease agreement at the end of the initial 5-year term. Project LIFT shall have five (5) subsequent options to renew the lease with each option being a period of ten (10) years.

4. Upon termination or upon expiration of the lease agreement, Project LIFT shall remove all improvements and restore the site to at least as good a condition as prior to its occupancy.

5. Project LIFT shall be responsible for maintaining the Subject Property, including but not limited to the buildings, parking lot, landscaping, fencing, signage, lighting, infrastructure, etc.

6. During the term of the lease agreement, Project LIFT shall be responsible for providing both property and liability insurance on the Subject Property. Project LIFT shall provide an adequate amount of property insurance for all of the buildings on the Subject Property. In addition, Project LIFT shall provide liability insurance coverage in amounts required by the CITY. A certificate of insurance showing the "City of Stuart, it's official agents and employees" as and additional insured shall be provided to the CITY and shall be maintained throughout the term of the lease agreement. Said Certificate(s) shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the CITY. In addition, Project LIFT shall agree to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Project LIFT, agents, laborers, subcontractors or other personnel entity acting under Project LIFT's control. The CITY is not limited to above identified language, and the lease agreement shall include more detail language and terms setting out the CITY's requirements on the subject of insurance and indemnification.

7. Project LIFT shall be fully responsible for any assessments and property taxes for the Subject Property during the term of the lease.

E. TERM of MOU

This MOU will remain in effect for a period of FIVE (5) years from the date first written above or as may be extended by the parties to facilitate the fulfillment of the Grant Agreement's funding requirements. However, notwithstanding this provision, the MOU shall remain in full force and effect until such time as the FDC accepts the project as being finalized and until the FDC releases the CITY of its grantee obligations, including any final audit.

F. NO REPRESENTATIONS OR WARRANTIES

The parties acknowledge that they may share information and documents with each other in furtherance of the goals and activities described in this MOU. Each party acknowledges that over the course of development of a project of the kind described in this MOU, information may change or become outdated. The parties will act in good faith, but neither makes any representations or warranties regarding the accuracy or completeness of any information or documents it may share with the other. Project LIFT understands that, as a public agency, the CITY is subject to the Florida Public Records Act. Project LIFT further acknowledges that the CITY shall be permitted to disclose the requested records in response to a formal request, to the extent required by law.

G. MISCELLANEOUS TERMS

1. Governing Law. Except on subjects preempted by federal law, this MOU will be governed by and construed in accordance with the laws of the State of Florida.

2. Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-ventures, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither of the parties has any right or power to obligate or bind the other party in any manner whatsoever.

3. Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by any party of any breach will be deemed a waiver of any other or subsequent breach.

4. Amendments. This MOU may only be modified or changed by written amendment signed by authorized representatives of the parties.

5. Notices. Any communication, notice, or demand of any kind whatsoever which a party may be required or may desire to give to or serve upon the other party must

be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

CITY:	City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994 Attn: Michael J. Mortell, City Manager mmortell@ci.stuart.fl.us
With a copy to:	City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994 Attn: City Attorney c/o rcavo@ci.stuart.fl.us & lbaggett@ci.stuart.fl.us
Project LIFT:	Project L.I.F.T., Inc. 1330 SW 34th Street Palm City, FL 34990 Attn: Robert Zaccheo, Jr., CEO Bob@projectlift.org

Without requiring an amendment to this MOU, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery. For convenience only, the parties shall endeavor to provide notice by email, in addition to the required notice provisions above.

6. No Third-Party Beneficiaries. This MOU is for the exclusive benefit of the parties to it and not for the benefit of any third party.

7. Counterparts. This MOU may be signed in counterparts, including in electronic format, each of which will be deemed an original but all of which will together constitute one and the same instrument.

8. Sovereign Immunity. Nothing contained in this MOU shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. Assignments. Project LIFT shall not have the right to assign or subcontract any of its rights or obligations under this MOU without the prior written approval of the CITY.

10. Public Records. The Parties acknowledge that the CITY is subject to Florida's public records laws. Pursuant to Florida law (specifically, but not limited to, §119.0701, Florida Statutes), Project LIFT must comply with all applicable public records laws.

IF PROJECT LIFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT LIFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5306
mkindel@ci.stuart.fl.us

The parties have executed this MOU as of the date first written above.

City of Stuart, Florida

_____
Rebecca Bruner, Mayor

_____
Mary Kindel, City Clerk
City of Stuart

Approved as to Form
And Correctness:

_____
Lee J. Baggett, Esq., City Attorney
City of Stuart

Project LIFT, LLC

_____
(signature)

_____
(printed name)

_____
(title)

DocuSign Envelope ID: B99BC3DD-22D6-4886-99B5-7C631726892B

Subgrant Contract Number: 22CV-S35
FLAIR Contract Number: H2510
CFDA Number: 14.228

State of Florida
Department of Economic Opportunity

Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and the City of Stuart, Florida, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act) makes available $5 billion in Community Development Block Grant coronavirus response (CDBG–CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient's Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) 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 the Recipient'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.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement,

including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to 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. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends $750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient'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 the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than $750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

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

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient 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 Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient 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.

(e) Further, Recipient 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 Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient 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.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient 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 Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Ava Dillard, Government Operations Consultant III
Florida CDBG-CV Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8435 – Fax: (850) 922-5609
Email: Andrea.Pelton@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Pinal Gandhi-Savdas
CRA Manager
121 SW Flagler Avenue
Stuart, Florida, 34994
Telephone: (772) 283-2532 - Fax: (772) 288-5388
Email: Pgandhi@ci.stuart.fl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and

2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

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

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables
Attachment B – Project Detail Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – Project Specific Conditions
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Requirements
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification
Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Ninety-One Thousand Dollars and Zero Cents ($4,791,000.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of $35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient 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 at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records 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.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

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

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient'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. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

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

(h) If the Recipient 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 the Recipient 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 the Recipient's waiver of a claim of exemption. The Recipient 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 Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and 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 public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

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

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work

in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

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

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, 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, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, 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.

(d) The Recipient 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, servant, joint venturer, or partner of the State of Florida.

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

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient 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. The Recipient 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.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22CV-S

FLAIR Contract Number: H2510

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Stuart, Florida

DocuSigned by:

By: 9BB4888039A4440... Date: 1/21/2023

(Authorized Signature)

Name: Troy McDonald

Title: Mayor

Federal Tax ID#: 59-6000433

Unique ID #: PB6TP1N2JTV7

Department of Economic Opportunity

DocuSigned by:

By: Meredith Ivey 52B8BB3C192F445... Date: 3/9/2023

(Authorized Signature)

Name: Meredith Ivey

Title: Acting Secretary

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

Office of the General Counsel
Department of Economic Opportunity

DocuSigned by:

By: Ashanti Breeden 6E0C368A738D420...

Approved Date: 1/23/2023

Attachment A – Project Description and Deliverables

1. PROJECT DESCRIPTION: The City of Stuart ("Recipient") has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to acquire Willie Gary building located at 720 SE Martin Luther King Jr. Blvd. in East Stuart. The facility will be rehabilitated to accommodate small business incubation and job training. The national objective will come from assistance to small businesses, job training and new jobs.-The vision of the Stuart Training and Entrepreneur Center is to build sustainable businesses in underrepresented neighborhoods. The graduate companies will generate new employment opportunities, improve the City's economy, and enhance the sustainability of the regional marketplace.

2. RECIPIENT RESPONSIBILITIES: The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

3. DEO'S RESPONSIBILITIES: DEO shall receive and review the Project Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Recipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

4. DELIVERABLES:

Recipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	**Minimum Level of Service (to Submit a Request for Payment)**	**Financial Consequences**
The Recipient shall complete tasks listed below under the Project Implementation of this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient's completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Engineering Services		
Tasks	**Minimum Level of Service (to Submit a Request for Payment)**	**Financial Consequences**
The Recipient shall complete tasks listed below under the Engineering Services of this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient's completion of the tasks	Failure to perform the Minimum Level of Service shall result in nonpayment for this

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	shall be evidenced by invoices noting the percentage of the tasks that have been completed.	deliverable for each payment request.
Deliverable No. 3 – Construction		
Tasks	**Minimum Level of Service (to Submit a Request for Payment)**	**Financial Consequences**
The Recipient shall complete construction as detailed in Section 1 of this Scope of Work.	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. *Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
		Total Award Not to Exceed: $4,791,000.00

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,

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- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
  a) Developed the plan drawings for the project,
  b) Developed the specifications for the project,
  c) Developed the bid documents for the project,
  d) Prepared permit applications,
  e) Attended pre-bid/pre-construction conference,
  f) Prepared change orders, and
  g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
  a) Inspected construction activities for consistency with plans and specifications, and
  b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
  a) Provided a cost estimate of the project, and
  b) Assessed sites for the project.
- Additional Engineering Services
  a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
  b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
  c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
  d) Gathered necessary data and file maps for water rights,
  e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received "readiness to proceed" points or a planning and design grant,
  f) Appeared before courts or boards on matters of litigation or hearings related to the project,
  g) Conducted environment assessments or environmental impact statements,
  h) Performed detailed staking necessary for construction of the project in excess of the control staking,
  i) Provided an operation and maintenance manual for a facility,
  j) Conducted activities required to obtain state and federal regulatory agency construction permits,
  k) Designed hookups, and
  l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

COST SHIFTING: The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and

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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.

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Attachment B – Project Detail Budget (Example)

Recipient: City of Stuart **Modification Number:** _____ **Contract Number:** 22CV-S35

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG-CV Amount	Other Funds	Source*	Total Funds
							Totals:				

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Recipient: City of Stuart Activity: _____ Project Budget: _____

Contract Number: 22CV-S35 Date Prepared: _____ Modification Number: _____

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
   a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
      - Request approval for all professional service contracts; and
      - Submit an initial payment request for administrative services, if applicable.
   b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
      - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
      - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed;"
   c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
   d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.

3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.

4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).

5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
   a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
   b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

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c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;

e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;

f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and

g. Any RFP which includes more than one service shall provide the following:

- Proposals may be submitted for one or more of the services;
- Qualifications and proposals shall be separately stated for each service; and
- Separate evaluations shall be done on the proposals for each service.

  If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.

6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.

7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.

8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.

9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.

10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.

11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:

a. A copy of the Request for Proposals (RFP);

b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;

c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);

d. Documentation of all efforts to get MBE/WBE firms to submit proposals;

e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

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f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;

g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;

h. A copy of a cost analysis for all procurements of engineering services;

i. A copy of the minutes from the commission/council meeting approving contract award;

j. A copy of the proposed contract;

k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

l. If a protest was filed, a copy of the protest and documentation of resolution;

m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds $35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and

n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed $5,000, the Recipient shall complete the following:

a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.

b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**

c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.

13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

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If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than $15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed $35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:

    a. A copy of the bid advertisement, including an affidavit of publication;
    b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
    c. A copy of the bid tabulation sheet;
    d. A copy of the engineer's recommendation to award;
    e. A letter requesting sole source approval, if applicable;
    f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
    g. Completed copies of the following forms for all prime contractors and subcontractors:
        - Form CV-51 – Bidding Information and Contractor Eligibility;
        - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
        - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
        - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
        - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
        - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

    For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

    a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
    c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
    d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.

17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:

    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
    c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.

18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).

19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:

    - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
    - The CDBG-CV portion of the cost of post-administrative closeout audits.

20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:

    a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

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25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. **Beneficiaries**: When constructing or rehabilitating a facility with CDBG funds so that it can be used for a specific purpose that provides an LMI benefit, the facility must continue to be used for that purpose for a period of at least 5 years after construction or rehabilitation is completed. The City must provide estimates on how many LMI individuals will receive job training and how many LMI jobs will be created or retained as a result of the services provided by the facility in the 5-year period after completion of the project.

Attachment E – Project Specific Conditions for Construction

1. The Recipient must meet a "National Objective" for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.

2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.

3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:

   a. The name of the owner, the address of the property, and family size;
   b. The method and source documentation used to verify household income;
   c. Documentation that the income of the household is below Section 8 income limits based on family size;
   d. The method and source documentation used to verify home ownership; and
   e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

   The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:

   a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
   b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
   c. The name of each head of household, owner's name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
   d. The racial demographics and ethnicity of the head of each household using the following descriptions:

      1) White,
      2) African American,
      3) Asian,
      4) American Indian or Alaskan Native,
      5) Native Hawaiian/Pacific Islander,
      6) American Indian or Alaskan Native and White
      7) Asian and White,
      8) African American and White,
      9) American Indian/Alaskan Native and African American, or
      10) Other Multi-Racial; and
      11) If the head of household is Hispanic

Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the "National Objective" of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.

2. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.

3. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.

4. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.

5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.

6. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.

7. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.

8. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:

   a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;

   b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;

   c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;

   d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and

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e. All structures on the property shall be demolished or relocated out of the floodplain.

9. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:

   a. Prohibit the use of lead-based paint;

   b. Notify potential beneficiaries of the hazards of lead-based paint;

   c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;

   d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;

   e. Ensure proper lead-based paint clean up and disposal procedures are used; and,

   f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.

10. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:

    a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;

    b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and

    c. Removal of asbestos by a licensed asbestos contractor.

11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.

12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.

13. To document completion of construction, each housing unit case file shall contain the following information:

    a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;

    b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;

    c. A copy of the contractor's license;

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d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and

e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.

14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:

a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;

b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;

c. The number of occupants in the household, categorized by gender; and

d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,
2) African American,
3) Asian,
4) American Indian or Alaskan Native,
5) Native Hawaiian/Pacific Islander,
6) American Indian or Alaskan Native and White
7) Asian and White,
8) African American and White,
9) American Indian/Alaskan Native and African American, or
10) Other Multi-Racial; and
11) If the head of household is Hispanic

Attachment E – Project Specific Conditions for Economic Development

1. This project must meet the "Public Benefit Standards" by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than $35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables.) not created, the Recipient shall repay DEO $35,000.

2. This project must meet a "National Objective" by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.

3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:

   a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient's Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;

   b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;

   c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient's Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient's Application is an act of default;

   d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient's Subgrant Agreement;

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e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;

f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the "Participating Party Facility"). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;

g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;

h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;

   (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);

   (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).

i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;

j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;

k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

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l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;

m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;

n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;

o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.

4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under $10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.

5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.

6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.

   Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.

7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L 114-261.

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34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website;
4) Establish a system to record the following for each fair housing call:
    a) The nature of the call,
    b) The actions taken in response to the call,
    c) The results of the actions taken, and
    d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each year; and
6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

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Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;

2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;

3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

4) Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities;
   b) Has a record of such an impairment; or
   c) Is regarded as having such an impairment.

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

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4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call, and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

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Attachment G – Civil Rights Requirements

Section 3 Required Language

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

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Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that the City of Stuart, Florida, shall comply with all the provisions and Federal regulations listed in this attachment.

By: DocuSigned by: 9BB4888039A4440... **Date:** 1/21/2023

Name: Troy McDonald

Title: Mayor

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.

2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at https://deosera.my.salesforce.com/. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

   Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than $10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

   The following documentation shall be provided with the Administrative Closeout Report:

   a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;

   b. Documentation of any leverage expended after the last on-site monitoring visit;

   c. Documentation of fair housing activities conducted after the last on-site monitoring visit;

   d. Documentation that all citizen complaints related to the project have been resolved;

   e. A list of the homes receiving direct benefit, if applicable; and,

   f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.

   g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.

   h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

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5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

   Section 3 compliance efforts must be reported through DEO's SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than $5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

   For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

   For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

   If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

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Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. 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 C.F.R. 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 C.F.R. 200 Subpart F (Audit Requirements), as revised. 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 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), 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 2 C.F.R. 200 Subpart F (Audit Requirements), 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 C.F.R. 200 Subpart F (Audit Requirements), 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 C.F.R. 200 Subpart F (Audit Requirements), 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 Recipient resources obtained from other than federal entities).

4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

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, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; 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. 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 non-state 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) 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, an audit conducted in accordance with the provisions of section 215.97, F.S., 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, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

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), F.S., 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, F.S. 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, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

   A. Department of Economic Opportunity
   Financial Monitoring and Accountability (FMA)
   The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

   B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

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2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in, 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. DEO at the following address:

      Electronic copies: Audit@deo.myflorida.com

   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

4. 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 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. 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. 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.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	$4,791,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com***.***	
Recipient: City of Stuart	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

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

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

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

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

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

By signing below, I certify, on behalf of the Recipient, 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

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State of Florida
Department of Economic Opportunity
Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this _____day of _____, 20____, by and between _____ (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

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Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

City of Stuart, Florida

DocuSigned by:

By: 9BB4888639A4440... Date: 1/21/2023

(Authorized Signature)

Name: Troy McDonald

Title: Mayor

Department of Economic Opportunity

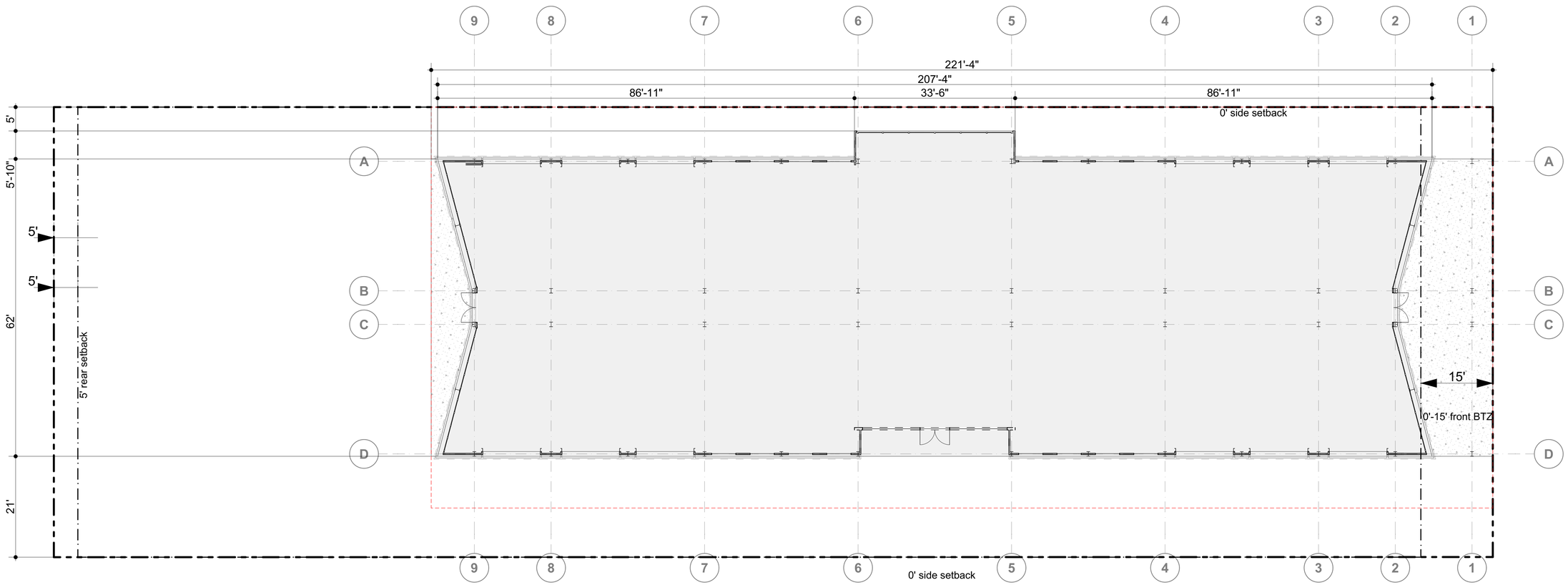
DocuSigned by:

By: Meredith Ivey 52B8BB3C102F445... Date: 3/9/2023

(Authorized Signature)

Name: Meredith Ivey

Title: Acting Secretary



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site plan

scale: 3/32" = 1'-0"

N

0 8' 16' 24'

huum
hughes umbanhowar

11894 S.E. Dixie Highway,
Hobe Sound, FL 33455
772. 546.7011 florida@huum.com

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project LIFT

1330 SW 34th St Palm City Florida 34990 USA

site plan

9/26/2022

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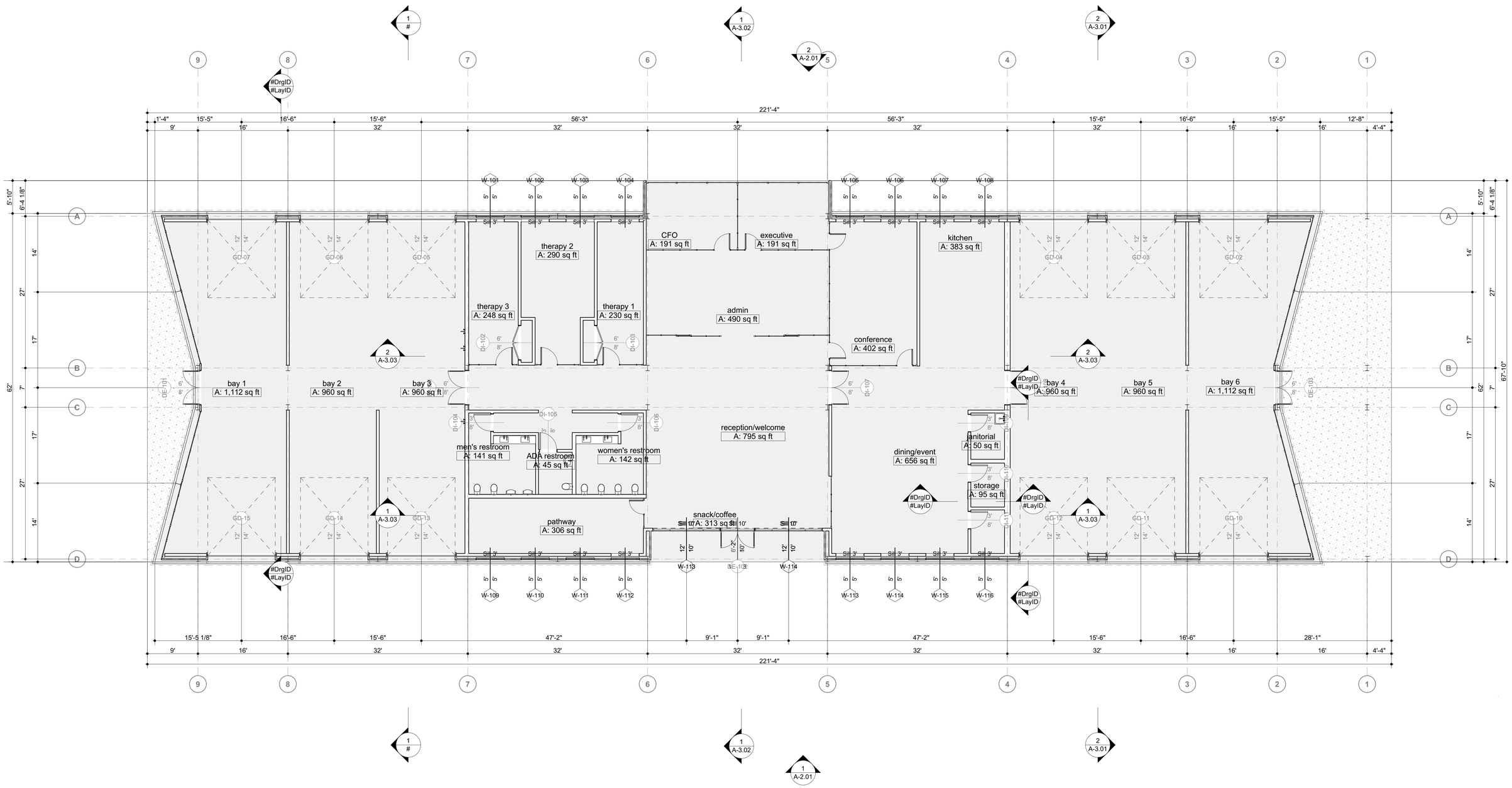

1 A-1.01

first level plan

scale: 1/8" = 1'-0"

N

0 4' 8' 16'

huum
hughes umbanhowar
11894 S.E. Dixie Highway,
Hobe Sound, FL 33455
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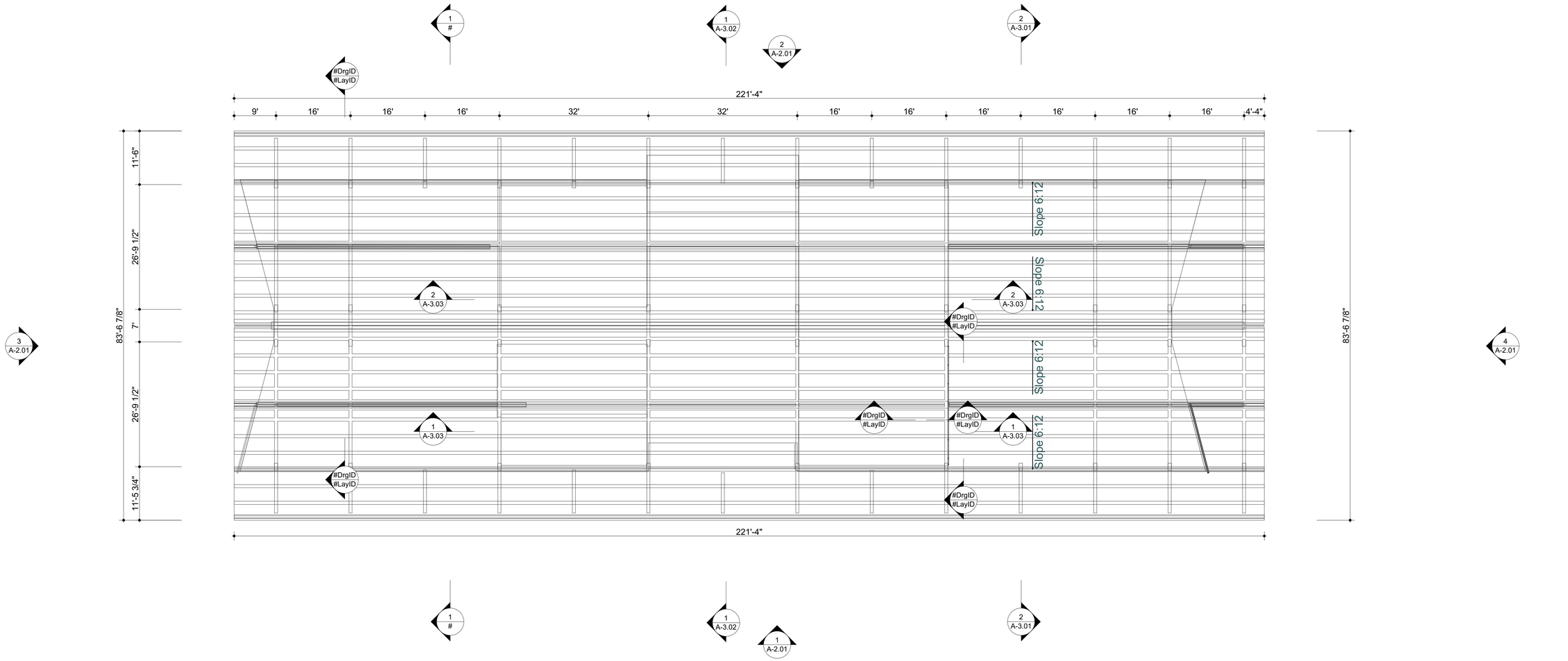
project LIFT

1330 SW 34th St Palm City Florida 34990 USA

first level plan

9/26/2022

A-1.01



1
A-1.02

roof level plan

scale: 3/32" = 1'-0"

N

0 8' 16' 24'

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project LIFT

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roof level plan

9/26/2022

A-1.02

huum reflected celing schedule								
label	symbol	quantity	description	location	manufacturer	lamp type & color	mounting type	note/remarks
D1	D1	56	4" interior quality ceiling recessed downlight	throughout interior	TBD	TBD	TBD	
D2	D2	7	4" damp location ceiling recessed downlight	bathrooms	TBD	TBD	TBD	
D3	C	1						
D3	D3	22	4" damp location ceiling recessed downlight	bathrooms	TBD	TBD	TBD	
D4	C	3						
DW	DW	4	4" wet location rated ceiling recessed downlight	exterior	TBD	TBD	TBD	
LE		42	exterior quality linear system	exterior	TBD	TBD	TBD	approx. 300 linear feet needed
LI		2	damp location cove lighting	restrooms	TBD	TBD	TBD	
PL1		2	pendant lamp	throughout	TBD	TBD	TBD	
PL2		10						
PL2	PL1	66	pendant lamp	throughout	TBD	TBD	TBD	

2
A-1.03

first level rcp

scale: 1/8" = 1'-0"

N

0 4' 8' 16'

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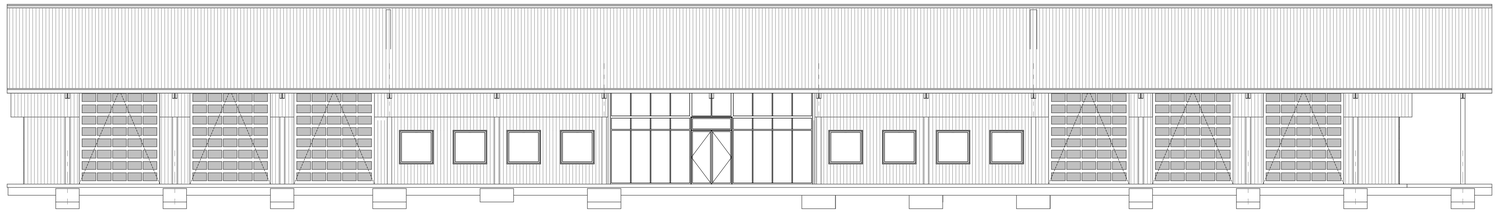
project LIFT

1330 SW 34th St Palm City Florida 34990 USA

first level level reflected ceiling plan

9/26/2022

A-1.03

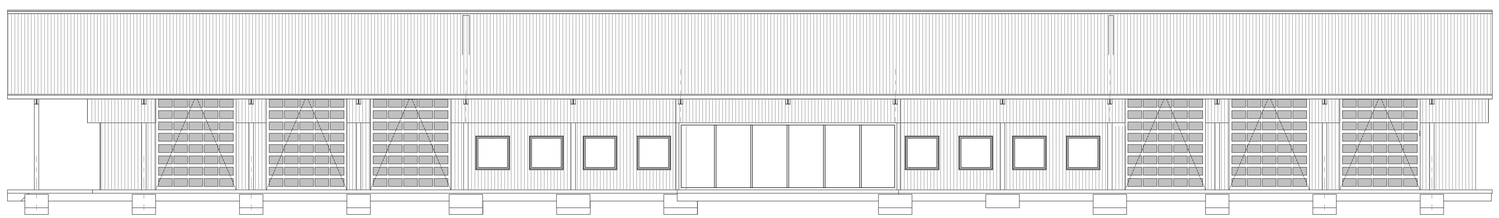


1
A-2.01

front elevation

scale: 3/32" = 1'-0"

0 8' 16' 24'

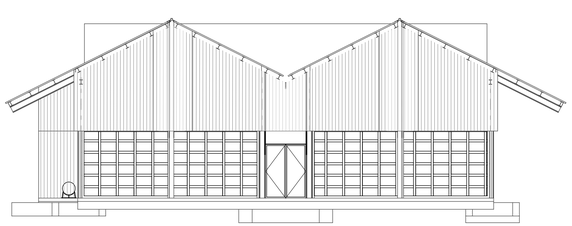


2
A-2.01

rear elevation

scale: 3/32" = 1'-0"

0 8' 16' 24'

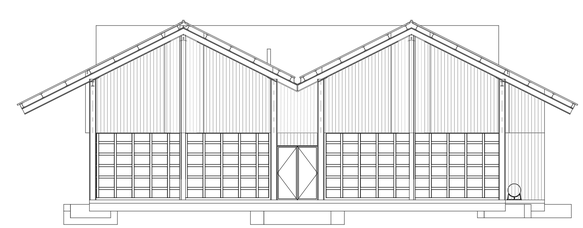


3
A-2.01

side elevation 1

scale: 3/32" = 1'-0"

0 8' 16' 24'



4
A-2.01

side elevation 2

scale: 3/32" = 1'-0"

0 8' 16' 24'

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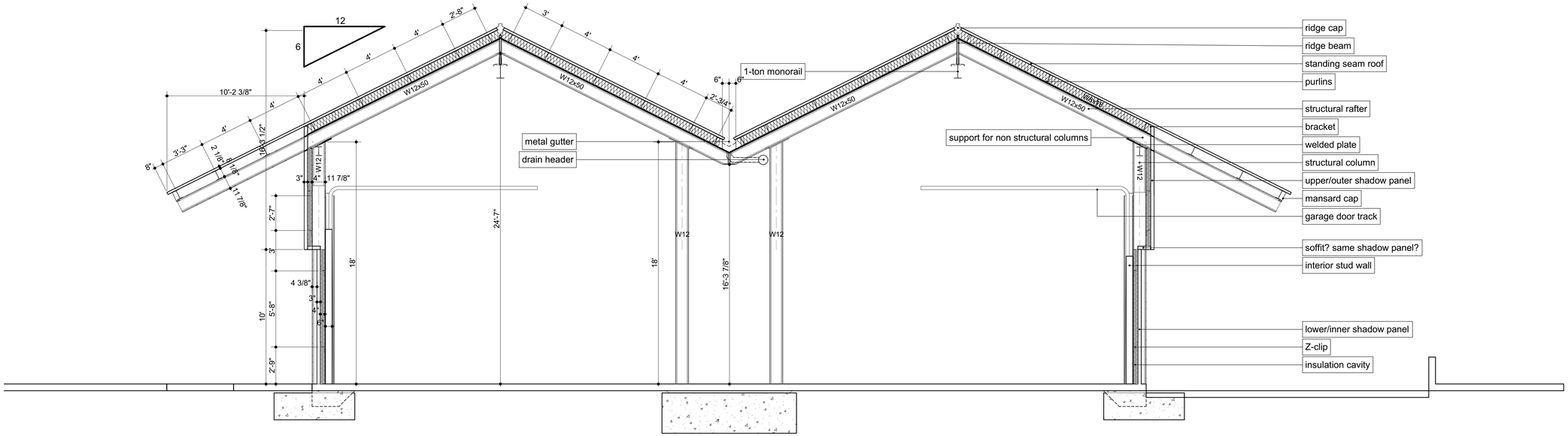
exterior elevations

9/26/2022

A-2.01

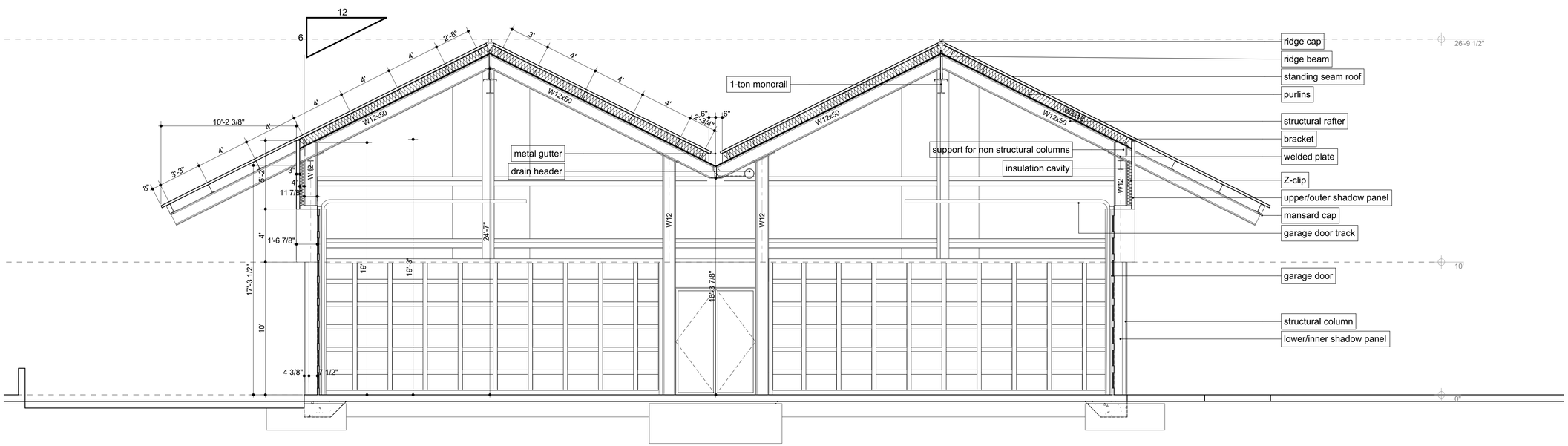
notes:
see structural drawings for all structural connections and details



2
A-3.01

building section thru bay wall

scale: 1/4" = 1'-0"



1
A-3.01

building section thru garage door

scale: 1/4" = 1'-0"

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project LIFT

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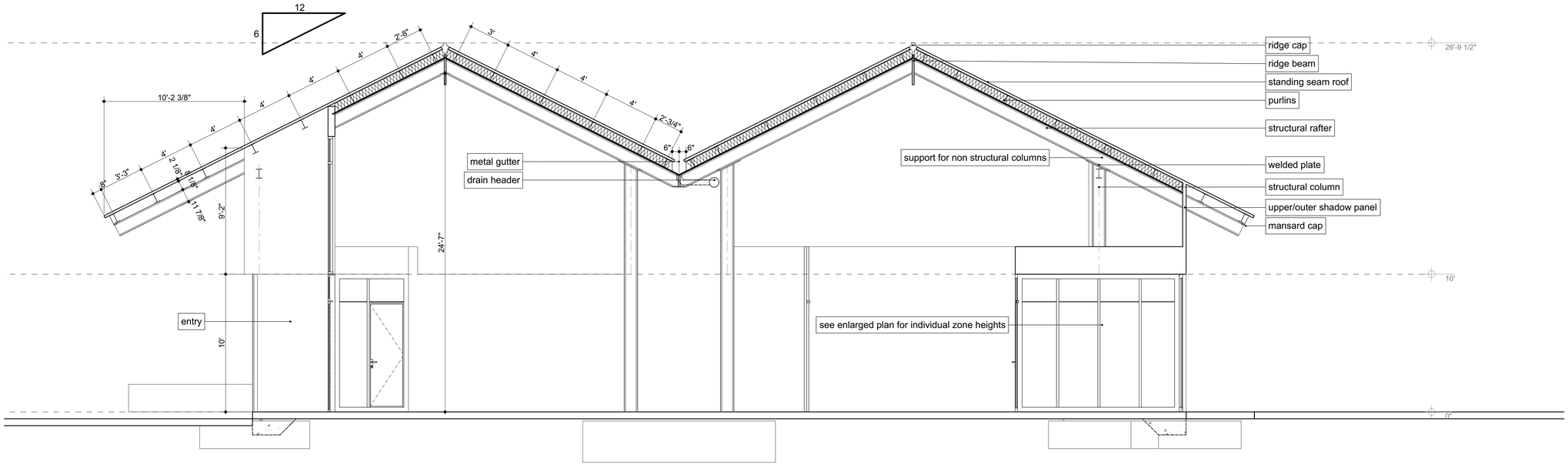
overall building sections

9/26/2022

A-3.01

notes:
see structural drawings for all structural connections and details



1
A-3.02

building section thru core

scale: 1/4" = 1'-0"

0 2' 4' 8'

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project LIFT

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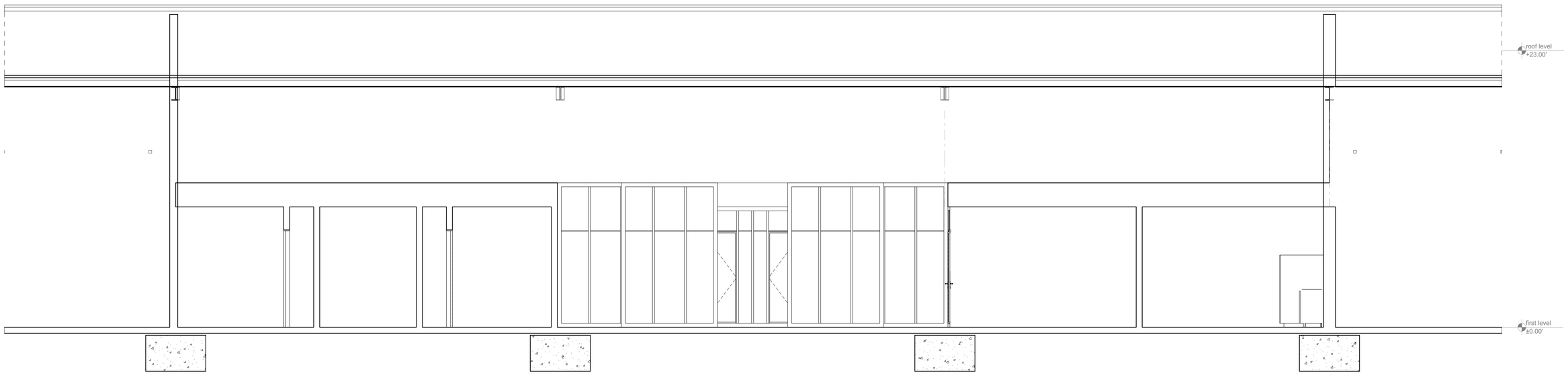
overall building sections

9/26/2022

A-3.02

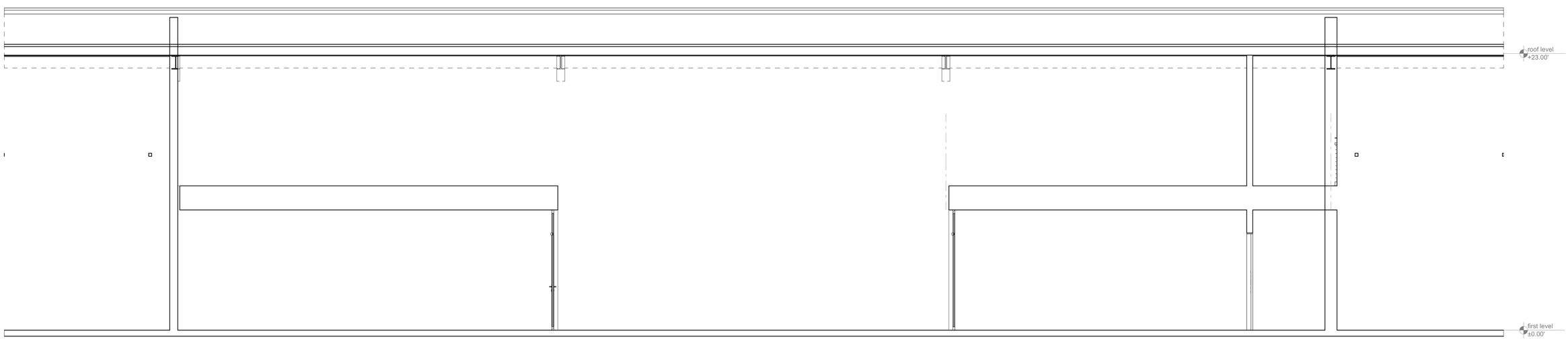


2
A-3.03

building section 5

scale: 1/4" = 1'-0"

0 2' 4' 8'



1
A-3.03

building section 4

scale: 1/4" = 1'-0"

0 2' 4' 8'

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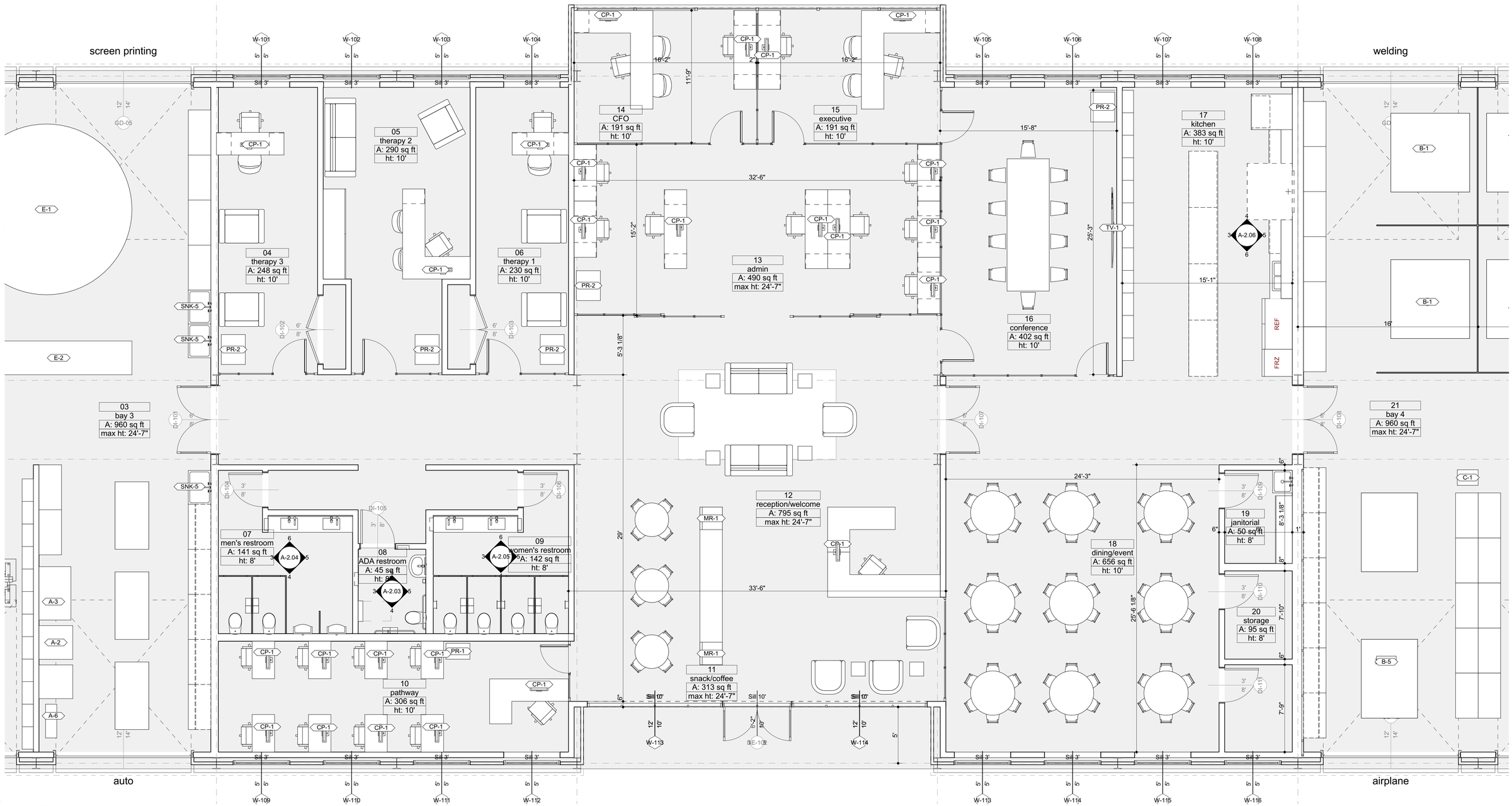
overall building section

9/26/2022

A-3.03



1
A-4.01

first level enlarged

scale: 1/4" = 1'-0"

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first level enlarged plan

9/26/2022

A-4.01

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