



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

AUGUST 12, 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 - ADRIANNA RODDIN, 'STARS OVER STUART' STUDENT SINGING "BUILD ME UP BUTTERCUP" BY THE FOUNDATIONS.

PROCLAMATIONS

2. CONSTITUTION WEEK - SEPTEMBER 17 - 23, 2024

PRESENTATIONS

3. SERVICE AWARDS - AUGUST 2024
4. MARTIN MPO'S US-1 CONGESTION MANAGEMENT/PUBLIC OUTREACH STUDY UPDATE
5. 2024 LEGISLATIVE APPROPRIATION CHECK PRESENTATION
6. KIWANIS CLUB SILVER AWARD ANNOUNCEMENT
7. DEVELOPMENT DEPARTMENT WEBSITE PRESENTATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

8. APPROVAL OF 07/22/2024 CCM MINUTES (RC)
9. EMT/PARAMEDIC STUDENT AFFILIATION AGREEMENT (RC):

RESOLUTION No. 72-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH MEDICAL CAREER ACADEMY, INC. FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENTS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. INTERLOCAL AGREEMENT (ILA) WITH TREASURE COAST FIRE CHIEFS ASSOCIATION (RC):

RESOLUTION No. 73-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE TREASURE COAST FIRE CHIEFS ASSOCIATION ("TCFCA") AND ITS MEMBERS FOR MUTUAL AID FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

11. RESOLUTION AUTHORIZING APPLICATION FOR FDLE DRONE REPLACEMENT GRANT (RC):

RESOLUTION No. 76-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A FLORIDA DEPARTMENT OF LAW ENFORCEMENT GRANT APPLICATION FOR DRONE REPLACEMENT 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.

12. AUTHORIZATION TO APPLY FOR A COASTAL CONSERVATION ASSOCIATION OF FLORIDA HABITAT FUNDING GRANT (RC):

RESOLUTION No. 77-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A COASTAL CONSERVATION ASSOCIATION OF FLORIDA HABITAT FUNDING GRANT FOR COASTAL HABITAT CONSERVATION; 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.

13. KINGSWOOD 3 WATER LINE REPLACEMENT AGREEMENT (RC):

RESOLUTION No. 78-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE UTILITIES AND ENGINEERING DIRECTOR TO MOVE FORWARD WITH THE AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE KINGSWOOD 3 CONDOMINIUM ASSOCIATION ("KINGSWOOD 3"), CONTINGENT UPON THE APPROVAL OF THE CITY ATTORNEY, AND TO MOVE FORWARD WITH THE CONSTRUCTION OF A NEW WATER SERVICE LINE TO SERVE THE KINGSWOOD 3 PROPERTY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

14. RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY (RC):

RESOLUTION No. 41-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. RESOLUTION AUTHORIZING THE CITY TO ENTER LONG TERM LEASE & DEVELOPMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC (RC):

RESOLUTION No. 52-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO ENTER INTO A LONG-TERM LEASE AND DEVELOPMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC. FOR THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE; 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: 8/12/2024

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - ADRIANNA RODDIN, 'STARS OVER STUART' STUDENT SINGING "BUILD ME UP BUTTERCUP" BY THE FOUNDATIONS.

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Susej Meleqi

Title of Item:

CONSTITUTION WEEK - SEPTEMBER 17 - 23, 2024

Summary Explanation/Background Information on Agenda Request:

The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. Constitution Week is celebrated annually during the week of September 17-23 to commemorate its history, importance, and bring attention to how it serves still today. This celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Constitution Week - August

PROCLAMATION
CONSTITUTION WEEK
SEPTEMBER 17 – 23, 2024

- WHEREAS,** September 17, 2024 marks the two hundred thirty-seventh anniversary of the signing of the Constitution of the United States of America by thirty-nine (39) brave patriots; and
- WHEREAS,** it is fitting and proper to accord official recognition to this enduring document and this memorable anniversary, and to the patriotic celebrations and educational events which will commemorate the occasion; and
- WHEREAS,** Public Law 915 assures the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, Florida do hereby proclaim the week September 17-23, 2024, as:

CONSTITUTION WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of August, 2024.

REBECCA S. BRUNER
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - AUGUST 2024

Summary Explanation/Background Information on Agenda Request:

Theodore Delancy Jr.	Police Department	20 Years
Karla Noguera	Util. Financial Serv.	10 Years
Kimberly Allen-Hearn	Police Department	5 Years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Mary Kindel

Title of Item:

MARTIN MPO'S US-1 CONGESTION MANAGEMENT/PUBLIC OUTREACH STUDY UPDATE

Summary Explanation/Background Information on Agenda Request:

The MPO will present a US-1 Congestion Management/Public Outreach Study update. The presentation will discuss the study's goals and objectives, the traffic and safety analysis, as well as the input they have received to date from the general public and businesses along this segment of roadway. The purpose of this study from SW Joan Jefferson Way north to the Martin/St. Lucie County line is to provide support for the implementation of strategies that will improve both safety and mobility along this corridor for all modes of transportation.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

1. US-1 CMP_City Commission Meeting_08.12.24



US-1 CONGESTION MANAGEMENT STUDY



City of Stuart Commission Meeting
August 12, 2024

Consultants:

Kimley»»Horn

BONNIE LANDRY
& ASSOCIATES Professional Planning Services



Background on US-1

- **Study Limits:** SW Joan Jefferson Way to Martin/St. Lucie County Line
- **Length:** 4.8 miles
- **Posted Speed Limit:** 45 miles per hour
- **Average Annual Daily Traffic (AADT):** 47,000 – 63,000 vehicles per day
 - Segment with highest AADT is US-1 from NW Jensen Beach Blvd to Westmoreland Blvd





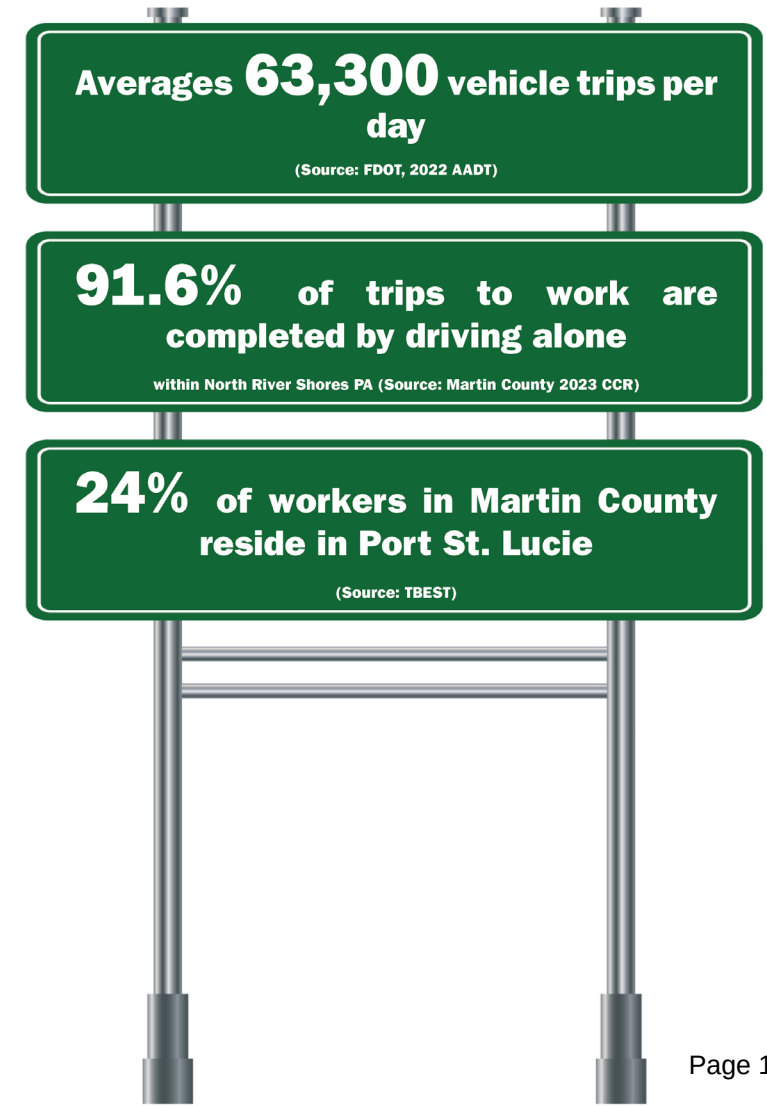
Project Objectives

- Identify Corridor Focus Areas
- Identify non-widening opportunities to achieve viable transportation options and enhanced efficiency
- Identify opportunities to increase connectivity through improved grid/network
- Identify opportunities to further develop multimodal network
- Identify opportunities to enhance safety
- Identify strategies to connect with joint and cross access connections



Challenges Throughout US-1 Corridor

- Constrained roadway conditions, widening deemed infeasible
- Continual employment and residential growth
- Vehicle-dependent environment
- Lack of connectivity between different land uses
- Coordination between multiple property owners poses a challenge





Travel Conditions

- US-1 serves as a major network link
 - Through traffic the most likely cause of congestion
- Majority of trips diverted to US-1
 - Traffic mostly attributed to work commutes between Port St. Lucie to Stuart
- Frequent stopping and turning vehicles caused by one-way in/one-way out style developments





Project Schedule

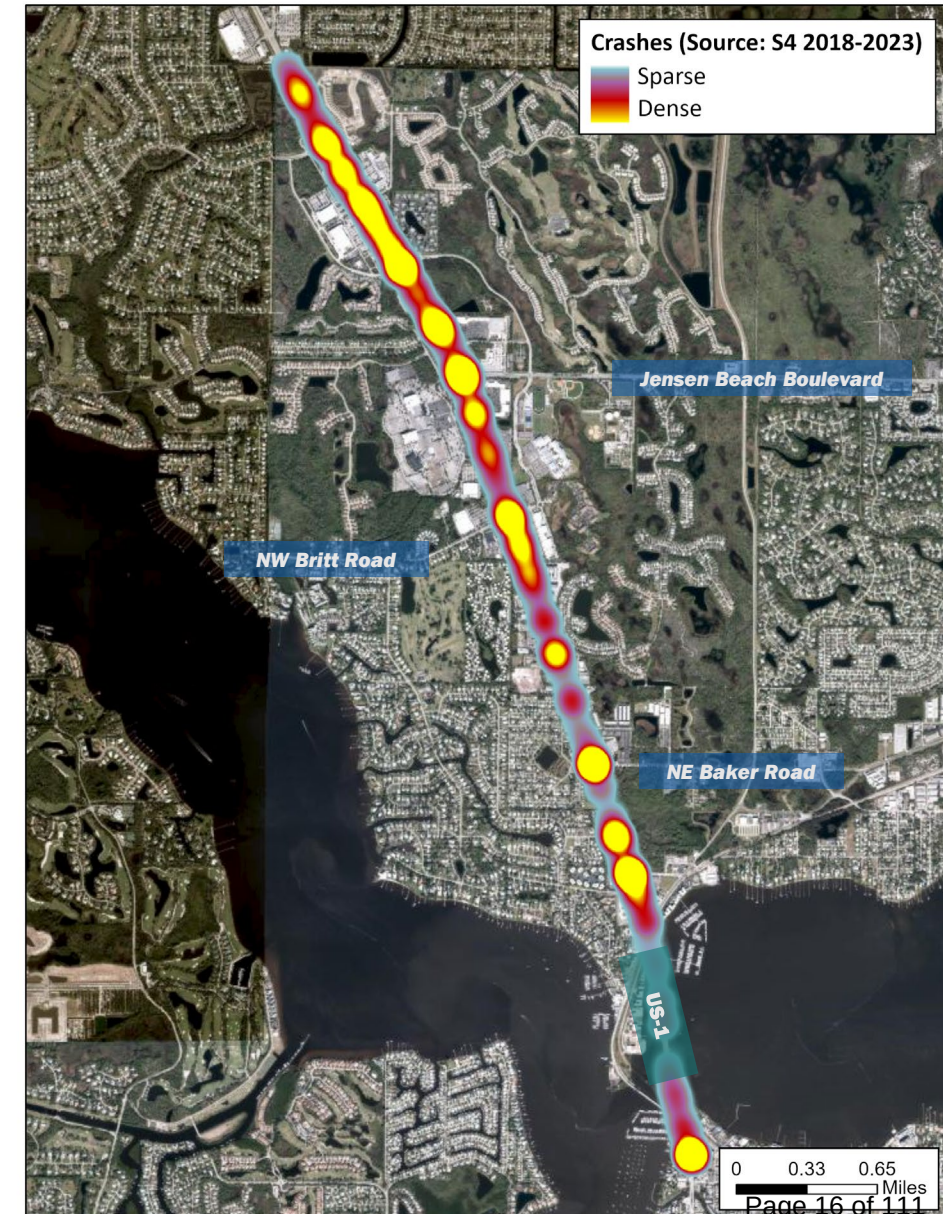
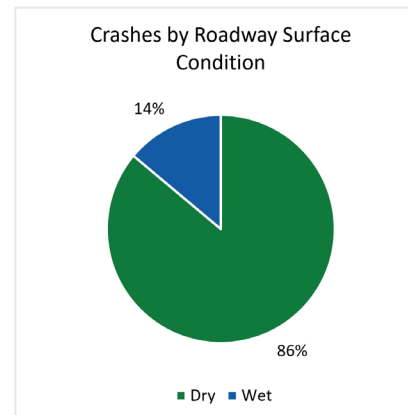
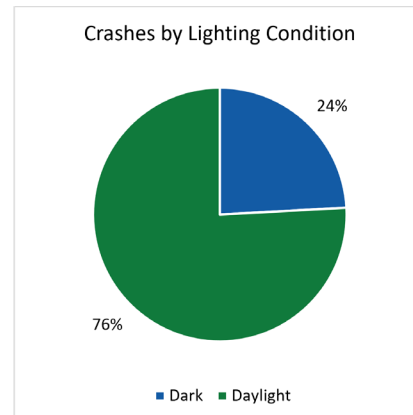
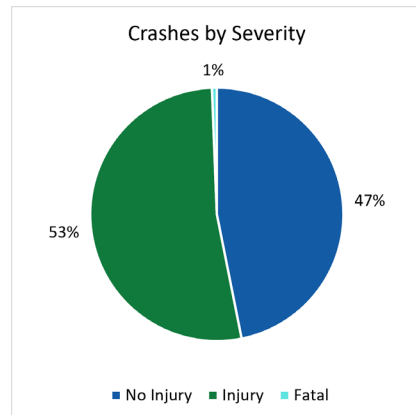
- Timeline extended to December
- Project completion at the end of 2024

		2024											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1.0 Project Management and Stakeholder Engagement													
1.1	Project Management Meetings												
1.2	Project Advisory Committee (PAC) Meetings												
1.3	Stakeholder Interviews												
Task 2.0 Public Outreach													
2.1	Open House/Workshops												
2.2	Project Presentations - City of Stuart Commission												
2.2	Project Presentations - Martin County BOCC												
2.2	Project Presentations - MPO Advisory Committees												
2.2	Project Presentations - MPO Policy Board												
2.3	Project Web Page												
2.4	Online Survey												
2.5	Video Diary												
Task 3.0 Baseline Data, Issues, and Opportunities													
3.1	Transportation Data Review and Preliminary Analysis												
3.2	Land Use Analysis												
3.3	Identification of Corridor Focus Areas and Field Data Collection Needs												
3.4	Summary of Baseline Data, Issues, and Opportunities												
Task 4.0 Field Data Collection and Transportation Analysis													
4.1	Field Data Collection and Transportation Analysis												
Task 5.0 Preliminary Congestion Management Strategies Recommendations													
5.1	Preliminary Congestion Management Strategies Recommendations												
Task 6.0 Feasibility Reviews, Operational Analyses, and Planning Cost Estimates													
6.1	Feasibility Reviews, Operational Analyses, and Planning Cost Estimates												
Task 7.0 Final US-1 Congestion Management Strategies / Public Outreach Study													
7.1	Final Report												



Crash History

- Analyzed crash data from 2018-2023
 - # of crashes increasing yearly since 2020
 - Frequency of crashes highest in 2023 (218 crashes)
 - Crashes concentrated at intersections
 - Rear End and Left Turn crashes account for 70% of all crashes





Corridor Focus Areas

- Purpose is to identify specific areas where operational issues are causing congestion throughout the corridor
 - Intend to collect traffic counts and delay studies at these locations

Focus Area Segments	2022 AADT
US-1 from NW Wright Boulevard to NW Baker Road	51,911
US-1 from NW Britt Road to NW Jensen Beach Boulevard	56,191
US-1 from NW Jensen Beach Boulevard to SE Westmoreland Boulevard	63,287

- Input from the PAC #2 meeting highlighted congestion and safety issues at these locations
 - Segments have highest AADT's within study corridor
 - Highest density of crashes are within these three segments



Corridor Focus Areas

- Popular destinations include: LA Fitness, Publix and Target, Jensen Beach High School, and Treasure Coast Mall
 - Few pedestrian facilities and roadway connections between properties
- Several locations targeted for driveway connections, or pedestrian facilities to connect uses
- Safety issues at intersection of US-1 and SE Westmoreland
 - Motorists running red lights, not obeying lower speed limits





Public Engagement

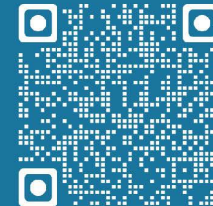
- Public Workshop May 23rd, 2023
- Gathered input from daily commuters on everyday traffic observations and concerns
- Key Findings
 - 85 % stated the most congested portion of the study area was SW Joan Jefferson Way to NW Britt Road
 - NW Britt Road to NW Jensen Beach Blvd was ranked second most congested
- Next Public Workshop October 3rd (tentative)

Kimley»Horn

BONNIE LANDRY
& ASSOCIATES Professional Planning Services

MARTIN MPO
Metropolitan Planning Organization

WE WANT TO HEAR
FROM YOU!



Scan to complete
the survey.

US-1 Congestion Management Project



The Martin MPO, in collaboration with Martin County and the City of Stuart, are seeking input on ways to improve traffic and safety on US-1 from the south side of the New Roosevelt Bridge north to the St. Lucie County line.

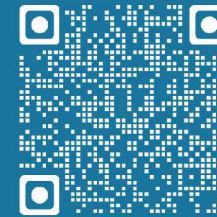




Public Engagement

- Online poll ongoing via MPO webpage and QR Code
- Over 100 responses total
- Results mirror live polling from meeting
 - More than half stated the most congested portion of the study area was SW Joan Jefferson Way to NW Britt Road

WE WANT TO HEAR FROM YOU!



Scan to complete the survey.

US-1 Congestion Management Project



The Martin MPO, in collaboration with Martin County and the City of Stuart, are seeking input on ways to improve traffic and safety on US-1 from the south side of the New Roosevelt Bridge north to the St. Lucie County line.

Announcements

The Martin MPO is currently developing a US-1 Congestion Management/Public Outreach Study to identify ways to improve traffic and safety along US-1 from the south side of the New Roosevelt Bridge north to the St. Lucie County line. To provide your input, please click here to participate in our survey. For more information on the study, visit the project webpage at <https://martinmpo.com/us-1-congestion-management-public-outreach-study/>.



Stakeholder Interviews

- 20 face to face interviews conducted
- Intersections most congested –
Jensen Beach Blvd. & Joan Jefferson Way
- Congestion, 4:30-6:00 pm
- Overall thoughts: “US-1 feels unsafe”
 - Aggressive Drivers
 - Speeding and running red lights
 - Blind spots with U Turns
 - Unprotected bike lanes





Thank You!

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Ben Hogarth, Jim Chrulski

Title of Item:

2024 LEGISLATIVE APPROPRIATION CHECK PRESENTATION

Summary Explanation/Background Information on Agenda Request:

The City of Stuart has received a state legislative appropriation for FY 2025 in the amount of \$500,000.00 for a local project and a ceremonial check award presentation will be held in thanks to the state and Martin County Legislative Delegation for the aid to the City.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Mary Kindel

Title of Item:

KIWANIS CLUB SILVER AWARD ANNOUNCEMENT

Summary Explanation/Background Information on Agenda Request:

The Kiwanis Club will present to the City Commission their winning the Silver Award for best Kiwanis International Signature Project in the World for the Park at a recent convention in Denver, Co. It is a huge honor as they beat out nearly 600 entries for the award.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Jodi Nentwick

Title of Item:

DEVELOPMENT DEPARTMENT WEBSITE PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Funding Source:

N/A

Recommended Action:

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 07/22/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

None.

Funding Source:

None.

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 07/22/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JULY 22, 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

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

ABSENT: Commissioner Clarke

INVOCATION

Aaron Meehan, Higher Purpose Pentecostal Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. CITY OF STUART WELLFIELD AND WATER PLANT EVALUATION

Mr. Peter Kunen, Utilities & Engineering Director, presented with Kimley-Horn Engineering on the existing water well fields and future water systems.

Andrea Carpenter and Mark Miller, Kimley-Horn Engineering, presented the contaminants found in the water supply and the expansion availability to the newly operational Reverse Osmosis Treatment Plant. A Condition Assessment was completed, determining well replacement and rehabilitation. Reviewed the options and stated option #2 is the firm's recommendation.

City Manager Mike Mortell, reviewed item and stated that he and Peter Kunen wanted to bring forth the information and plans to bring back information with an agenda item as it relates to the plan.

COMMENTS BY CITY COMMISSIONERS

None.

COMMENTS BY CITY MANAGER

- Commented that the Reverse Osmosis (RO) completion has been received from Florida Department of Environmental Protection (FDEP) and the plant is officially up and running.
- Announced that Lisa Scott was recently named the Executive Administrative Assistant for a medium-sized police agency for the State of Florida at the Florida Chief's Police Association.
- Recognized Kathleen Lannon and Joe Hogan of the Stuart Police Department for receiving an award from the Florida Gang Investigator's Association for the Cops and Bobbers Program.
- Announced that the Police Department also received the Willian Nealy Gang prevention award from the State of Florida.

APPROVAL OF AGENDA

6:13 PM MOTION: Approve.

MOVED BY: Campbell Rich

SECONDED BY: Troy McDonald

Motion approved unanimously.

City Manager Mortell added a comment that the City of Stuart was contacted by Ashley Capital to advise that after reviewing the landfill property it was determined that an easement for an access road designed for the Fire Department was not recorded, it is in the PUD and the City could record. Will bring back as an agenda item on August 12.

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

None.

CONSENT CALENDAR

2. APPROVAL OF 07/08/2024 SCM MINUTES AND 07/08/2024 CCM MINUTES (RC)
3. AWARD OF ITB# 2024-106: WATER RECLAMATION FACILITY HEADWORKS REHAB-PHASE 1 (RC):

RESOLUTION No. 67-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-106, CITY OF STUART WATER RECLAMATION FACILITY HEADWORKS REHAB-PHASE 1 S TO THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$1,497,250.00 TO RAZORBACK LLC.

OF TARPON, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AUTHORIZATION TO APPLY FOR FLORIDA DEP TRAIL-GO PROGRAM GRANT (RC):

RESOLUTION No. 68-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TRAIL-GO PROGRAM GRANT FOR THE MAINTENANCE AND OPERATION OF CITY TRAILS; 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.

5. LETTER OF SUPPORT FOR MARTIN ARTS GRANT APPLICATION (RC):

RESOLUTION No. 70-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER OF SUPPORT TO MARTIN ARTS TO ACCOMPANY THEIR NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN PROGRAM GRANT APPLICATION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:15 PM MOTION: Approve.

MOVED BY: Campbell Rich

SECONDED BY: Troy McDonald

Motion approved unanimously.

COMMISSION ACTION

6. ACCEPTING A STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF COMMERCE FOR GUY DAVIS PARK IMPROVEMENTS (RC):

RESOLUTION No. 62-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ACCEPTING A STATE APPROPRIATION OF \$500,000.00 FROM THE FLORIDA DEPARTMENT OF COMMERCE FOR PARK IMPROVEMENTS AT GUY DAVIS PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE AS A CONDITION OF AWARD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, provided a brief history of the funding, and Pinal Gandhi-Savdas, Community Redevelopment Agency (CRA) Executive Director, presented the item.

Mr. Gianni Feoli, Calvin, Giordano and Associates, Inc., displayed the Guy Davis Community Park improvements in a PowerPoint presentation.

Commissioner McDonald requested that we send a letter of appreciation from the Mayor to Representative Snyder and Senator Harrell.

PUBLIC COMMENT:

1. Joe Cooper - Stuart; In favor of the public park; encouraged the Commission to budget it and fund it.

6:40 PM MOTION: Approve with letters being sent to Representative Snyder and Senator Harrell from the Mayor thanking them for getting the appropriation completed and getting it to the Commissioners.

MOVED BY: Troy McDonald

SECONDED BY: Campbell Rich

Motion approved unanimously.

7. RELEASE OF UNITY OF TITLE FOR LOTS 1 AND 2 OF THE NORTON'S LANDING PLAT (RC):

RESOLUTION No. 69-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RELEASING A UNITY OF TITLE FOR LOTS 1 AND 2 OF THE JANUARY 1988 NORTON'S LANDING PLAT, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Manager Mortell provided the history of the property. The property owner has a house under construction on Lot 2, while his primary residence is on Lot 1.

Tyson Waters, Esq., Attorney for resident, Robert Stancavich, stated the Unity of Title includes Lots 1, 2, and 3. They are requesting the City release the Unity of Title.

Commissioner McDonald commented that he is focusing on the last, "Whereas" clause of the Resolution, would like a final date identified in place of "reasonable time".

PUBLIC COMMENT:

1. Barbara Taylor - Stuart; Commented on the excuses of the owner and her concerns.
2. Helen McBride - Stuart; Commented that a year is too long.

7:22 PM MOTION: Approve with condition of 30 days to apply for permit, 12 months to complete exterior of the property, landscaping, and stormwater, if not completed by City's discretion, the City can demo property and owner must pay a \$25,000 bond for the demo.

MOVED BY: Troy McDonald

SECONDED BY: Christopher Collins

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:32 PM

7:34 PM Meeting Reconvened

City Manager Mortell requested the Commission set the not to exceed millage rate.

7:35 PM MOTION: Approve the not to exceed millage rate at 5 mills.

MOVED BY: Troy McDonald

SECONDED BY: Christopher Collins

Motion approved unanimously.

7:35 PM Adjourned

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of August, 2024.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Vince Felicione

Title of Item:

EMT/PARAMEDIC STUDENT AFFILIATION AGREEMENT (RC):

RESOLUTION No. 72-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH MEDICAL CAREER ACADEMY, INC. FOR THE TRAINING OF EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENTS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Affiliation Agreement with Medical Career Academy for EMT and Paramedic Students. The City of Stuart Fire Rescue has participated in an affiliation agreement in the past. The academy places students in a "ride along" training program with the City's Emergency Medical Technicians and Paramedics at the discretion of the Fire Chief. This is a no fee agreement and all ride along training sessions are scheduled in advance to ensure that there will not be any interference with the operation of the Fire Rescue program.

Funding Source:

N/A

Recommended Action:

Approve Resolution 72-2024

ATTACHMENTS:

1. R72-2024 Resolution MCAI Agreement for Fire Rescue
2. MCA - City of Stuart Agreement_Final Word Doc



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 72-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AFFILIATION AGREEMENT WITH MEDICAL CAREER ACADEMY, INC. FOR THE PURPOSE OF TRAINING EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENTS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Medical Career Academy, Inc. (MCA) offers certification programs for both Emergency Medical Technicians (EMT) and Paramedics; and

WHEREAS, students who attend MCA are encouraged to obtain “on the job training” by conducting ride-a-longs with EMTs and Paramedics; and

WHEREAS, the CITY has entered into other Affiliation Agreements for ride-a-long training for EMT and Paramedic students enrolled in similar certified programs; and

WHEREAS, the CITY deems this to be a valuable training tool for current and potential future employees.

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

SECTION 1: The City Manager is hereby authorized to sign an Affiliation Agreement between the City of Stuart and Medical Career Academy, Inc., a Florida corporation, whose address is 7741 N. Military Trail, Suite 5, Palm Beach Gardens, FL 33410, for the purpose of training EMT and Paramedic students.

SECTION 2: This resolution shall take effect on 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:

TROY MCDONALD, COMMISSIONER
REBECCA S. BRUNER, MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CAMPBELL RICH, VICE MAYOR

YES	NO	ABSENT	ABSTAIN

ADOPTED this __ day of _____.

ATTEST:

MARY R. KINDEL, CMC
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

ATTACHMENT "A"

**CITY OF STUART AFFILIATION AGREEMENT WITH MEDICAL CAREER
ACADEMY, INC.**

This Affiliation Agreement is entered into this _____ day of _____, 202__ by and between **CITY OF STUART**, whose mailing address is 121 SW Flagler Avenue, Stuart, FL 34994 (hereinafter "**CITY**") and **MEDICAL CAREER ACADEMY, INC.** a Florida Not-for-Profit corporation, whose address is 7741 N. Military Trail, Suite 5, Palm Beach Gardens, FL 33410 (hereinafter "**MCA**"), do hereby agree as follows:

WHEREAS, **MCA** offers certification programs for both Emergency Medical Technicians (EMT) and Paramedics; and

WHEREAS, students who attend **MCA** are encouraged to obtain "on the job training" by conducting ride-a-longs with EMTs and paramedics; and

WHEREAS, the **CITY** has entered into other Affiliation Agreements for ride-a-long training for EMT and Paramedic students enrolled in similar certified programs; and

WHEREAS, the **CITY** deems this to be a valuable training tool for current and potential future employees.

NOW THEREFORE, the parties do agree as follows:

1. The above recitations are true, correct and incorporated herein by reference in this Affiliation Agreement.
2. The **CITY** shall permit **MCA** students to participate in ride-a-long training with the **CITY**'s EMTs and Paramedics at the discretion and convenience of the **CITY**.
3. This Affiliation Agreement shall be effective from September 1, 2024 to September 1, 2027 and will automatically renew for two additional five-year periods thereafter by the mutual consent of the parties.
4. Neither the **CITY** nor **MCA** shall charge any fees under this Affiliation Agreement.
5. The parties agree that there will be no discrimination in the selection or the placement of students in the ride-a-long program.
6. This Affiliation Agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other.
7. The **CITY** will provide, at the participating student's expense, emergency care for injuries or acute illness while participating with the **CITY** at a ride-a-long training session.

ATTACHMENT "A"

8. The parties will each designate a person or persons to coordinate as a liaison for the ride-a-long training program.
9. **MCA** shall provide the **CITY** with a list of eligible participants for the ride-a-long training program prior to the start of each program. It shall be the duty of **MCA** to ensure the participants have the necessary training prerequisites to maximize the experience.
10. **MCA** does undertake and agree that it will indemnify and hold harmless the **CITY** and its officers, directors, employees, and agents, from all claims, demands, suits, actions, judgments, and executions for damages, of any and every kind, appeals, including reasonable attorney's fees and costs (for defense and any awarded by a court to opposing party), and by whomever and whenever made or obtained, allegedly cause by arising out of, or relating in any manner to the activity of any participating student of **MCA**. Each student participating shall sign the attached hold harmless agreement (copies will be furnished upon request).
11. **MCA** shall procure and maintain during the time of this Affiliation Agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this Affiliation Agreement. Such insurance shall be on an occurrence basis in amounts no less than 1,000,000/3,000,000 (individual/aggregate) for personal injuries and the **CITY** shall be listed as an additional named insured under such general and professional liability policy or policies. **MCA** shall submit certificates of insurance to the **CITY** evidencing such insurance at the time of execution of this Affiliation Agreement, and as requested by the **CITY** or Fire/EMS Service. **MCA** agrees that the **CITY** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. The **CITY** reserves the right to review, modify, reject or accept any required policy(s) of insurance, including limits of coverages or endorsements, herein from time to time throughout the term of this Affiliation Agreement.
12. **MCA** will coordinate a calendar with participating student's name and dates. **MCA** will submit this calendar to the **CITY** by an agreed upon date.
13. **Specific Responsibilities of the CITY**. It shall be the responsibility of the **CITY** to:
 - A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
 - B. Provide opportunities for a learning experience with appropriate supervision.
 - C. Retain ultimate responsibility for patient care even if a student gives that care.

ATTACHMENT "A"

- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.
14. **Specific Responsibilities of MCA in regard to students.** It shall be the responsibility of MCA to ensure that the student participant(s) assigned through this Affiliation Agreement to:
- A. Comply with the policies and procedures of the **CITY**. Provide the necessary and appropriate uniform while on duty at the Fire/EMS agency.
 - B. Sign a "Hold Harmless Agreement" with the **CITY** prior to commencing his/her experience within the **CITY's** Fire/EMS Agency.
 - C. At all times, wear the appropriate badge on every clinical and comply in all respects with the student requirements set forth in the requirements sheets.
15. **Request for Withdrawal of Participant.** The **CITY** shall reserve the right to request **MCA** to withdraw any participating student from the **CITY's** facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **CITY** or is detrimental to patients or others. The **CITY** reserves the right to send any participating student home if they cannot accommodate the student at scheduled time, for not showing up at the scheduled time, for any reason or behavior deemed unprofessional by the on-duty City of Stuart Fire Rescue Battalion Chief.
16. **Modification of Agreement.** Modification of this Affiliation Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.
17. **Copies of Agreement.** Copies of this signed Agreement shall be placed on file and be available at the corporate office of **MCA** and in the offices of the **CITY**.
18. **Confidential Information.** Ride-a-long program participants will be exposed to confidential, privileged information. **MCA** understands the sensitive nature of this information and affirmatively asserts it has trained each participating student concerning privileged and confidential patient information. **MCA** agrees that its indemnity and hold harmless to the **CITY** extends to the wrongful release of confidential and privileged patient information.
19. All **MCA** students shall be independent and not considered an employee of the **CITY**. Nothing in this Affiliation Agreement shall be interpreted to establish any relationship other than that as an independent contractor.

ATTACHMENT "A"

20. Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Affiliation Agreement shall lie exclusively in the County Court or Circuit Court of Martin County, Florida.
21. Nothing contained in this Affiliation Agreement shall be construed or interpreted as a waiver of the CITY's sovereign immunity protections existing under Florida Statutes §768.28.
22. The parties acknowledge that the CITY is subject to Florida's Public Records Laws. Therefore, records related to this Affiliation Agreement are subject to Chapter 119, Florida Statutes.

If MCA has questions regarding the application of Chapter 119, Florida Statutes, to MCA's duty to provide public records relating to this Affiliation Agreement, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

MEDICAL CAREER ACADEMY, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

[The remainder of this page was intentionally left blank]

ATTACHMENT "A"

CITY OF STUART

By: _____

Printed Name: Michael Mortell

Title: City Manager

Date Approved: _____

ATTEST

By: _____

Printed Name/Title: Mary Kindel, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

ATTACHMENT "B"



City of Stuart Fire Rescue

800 SE Martin Luther King, Jr. Boulevard
Stuart, FL 34994-2408

Vince Felicione, Fire Chief



HOLD HARMLESS AGREEMENT

The undersigned requests permission to perform skills and ride in a City of Stuart Fire Rescue (SFR) vehicle for the purpose of educational benefit in conjunction with Medical Career Academy, Inc (MCA) as defined in the Affiliation Agreement dated _____, 202__ between MCA and the City of Stuart.

I hereby agree to obey at all times all instructions, orders, and commands given to me by the person or persons in command of any vehicle or scene. I fully realize and appreciate the basic nature of fire rescue service and the possibility that situations will arise which might result in my being exposed to the danger of physical harm or injury, including but not limited to, motor vehicle crashes. I freely and voluntarily accept these risks.

I understand that given the nature of the work, it is imperative that I maintain the confidentiality of patient information that I may receive in the course of the work at SFR. SFR prohibits the release of any patient information to anyone outside the organization unless required for purposes of treatment, payment, or health care operations and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, peer review, internal audits, and quality assurance activities.

I understand that SFR provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of the SFR's patients. I understand that it is necessary, in the rendering of services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected by federal and state laws.

I further agree to keep confidential any things that I may observe when requested to do so by any member of SFR's staff. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to immediately notify the SFR's Fire Chief. In addition, I understand that a breach of patient confidentiality may result in the termination of all privileges with SFR.

I further agree to obtain prior written approval of SFR and MCA before publishing any material related to the learning experience provided by SRF.

I have read and understand all privacy policies and procedures that have been provided to me by SFR.

[Applicant Signature on Following Page]

ATTACHMENT "B"

THEREFORE, in consideration of the benefits to be received and the granting of the above request, I hereby agree to hold the City of Stuart, its Commission, City of Stuart employees, its agents and servants harmless from any and all liability to me for personal injury or property damage, whether proximate or remote, sustained during the period of time I may be in the capacity as aforesaid.

(Print Name of Applicant)

(Signature of Applicant) (Date)

(Applicant's Address)

(Print Name of Witness)

(Signature of Witness) (Date)

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Vince Felicione

Title of Item:

INTERLOCAL AGREEMENT (ILA) WITH TREASURE COAST FIRE CHIEFS ASSOCIATION (RC):

RESOLUTION No. 73-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE TREASURE COAST FIRE CHIEFS ASSOCIATION ("TCFCA") AND ITS MEMBERS FOR MUTUAL AID FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Interlocal Agreement with Treasure Coast Fire Chiefs Association for Mutual Aid

Funding Source:

N/A

Recommended Action:

Approve Resolution R73-2024

ATTACHMENTS:

1. R73-2024 Resolution ILA for TCFCA for Mutual Aid of Fire_Rescue
2. TCFCA ILA



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 73-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE TREASURE COAST FIRE CHIEFS ASSOCIATION ("TCFCA") AND ITS MEMBERS FOR MUTUAL AID FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the purpose of this Interlocal Agreement with the Treasure Coast Fire Chiefs Association and its members is to provide certain emergency services equipment and personnel in emergencies where an agency may request assistance to provide necessary and essential public services.

WHEREAS, the parties agree that continuation of automatic aid and mutual aid for Fire Suppression and Emergency Medical Services is beneficial to all communities on the Treasure Coast and ensures that the safety of the public is paramount; and

Interlocal Agreement with Treasure Coast Fire Chiefs Association for Mutual Aid

WHEREAS, this Interlocal Agreement allows the City of Stuart Fire Rescue to provide or receive mutual aid assistance from other members of the Treasure Coast Fire Chiefs Association in emergencies where all local resources may be depleted.

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

SECTION 1: This resolution shall take effect on 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:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

TREASURE COAST FIRE CHIEFS' ASSOCIATION
INTERLOCAL AGREEMENT
TO PROVIDE MUTUAL AID FOR
FIRE PROTECTION AND EMERGENCY RESCUE SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made this 19th day of August 2024, by and among City of Stuart Fire Rescue; Florida Forest Service; Indian River County Emergency Services District; Indian River Shores Public Safety; Indian River State College; Martin County Fire Rescue; Okeechobee County Fire Rescue; and St. Lucie County Fire District (hereinafter referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the respective Parties hereto each has certain emergency services equipment and personnel; and

WHEREAS, Section 163.01, Florida Statutes, provides that local governmental units may cooperate by agreement to provide necessary and essential public services; and

WHEREAS, each of the Parties hereto recognizes the possibility that, in emergencies, said emergency services equipment and personnel, as is individually maintained by each of the Parties, may not be adequate to afford full and complete protection to and in the area of operation of each Party, the inhabitants thereof, and their respective properties; and

WHEREAS, it is mutually desired by the Parties hereto that in the event of such emergencies, the firefighting equipment, rescue equipment and personnel of each of them should be made available to the other.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the respective Parties hereto agree as follows:

1. In the event any party hereto requires additional firefighting, rescue, or emergency assistance and protection, above and beyond that which said Party can furnish in its own behalf from its own resources, and as determined by the Chief or other officer in charge of said Party, then and in the event upon the call of said Chief or other officer in charge to the Chief or other officer in charge of the Party hereto, said other Party shall respond by sending emergency services personnel and equipment for assistance in emergencies.
2. The nature and extent of assistance furnished by any Party to the other shall be determined on the basis of the prevailing needs for emergency services in the area of the said assisting Party. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the assisting Party receiving the request for assistance should immediately inform the requesting Party if, for any reason, assistance cannot be rendered.

3. The personnel, equipment and resources of the assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the assisting Party. Representatives of the requesting Party shall provide on-scene assignments to the supervisory personnel of the assisting Party.
4. The emergency services officers and personnel of the emergency services departments of all Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
5. The technical heads of the emergency service departments of the Parties to this Agreement are authorized and may meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory Parties.
6. None of the Parties hereto shall be indebted to the other Parties for services rendered, except for those Parties that have entered into a separate mutual aid agreement, in which case that mutual aid agreement supersedes this Agreement and controls the mutual aid between those Parties.
7. To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.
8. Each Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.
9. Both the requesting Party and the assisting Party shall be responsible for payment of any amount paid or due as benefits to its own respective employees under the terms of the Florida Workers' Compensation Act due to employees at injury or death occurring while such employees are engaged in rendering aid under this Agreement.
10. The terms of this Agreement shall extend indefinitely; provided, however, that any Party hereto may terminate its participation under this Agreement at any time, and for whatever reason, by serving upon the other Parties hereto a ninety (90) day prior written notice to that effect.
11. In the event that two or more Parties to this Agreement have entered into another mutual aid agreement, the Parties agree that this Agreement does not supersede or replace any other mutual aid agreement. To the extent that any of the terms of this Agreement are inconsistent with another such mutual aid agreement, the terms of the other mutual aid agreement control.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, upon the terms and conditions above stated, effective on the day and year first above written.

CITY OF STUART:

By: _____

Michael Mortell
City Manager

ATTEST:

By: _____

Mary Kindel
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____

Lee J. Baggett, Esq.
City Attorney

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Jacqui May

Title of Item:

RESOLUTION AUTHORIZING APPLICATION FOR FDLE DRONE REPLACEMENT GRANT (RC):

RESOLUTION No. 76-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A FLORIDA DEPARTMENT OF LAW ENFORCEMENT GRANT APPLICATION FOR DRONE REPLACEMENT 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.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Law Enforcement Office has received non-recurring appropriation funds for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida. FDLE is providing funding to replace drones that are not in compliance/do not meet minimum security standards pursuant to Rule 60GG-2.0075, Florida Administrative Code. The City of Stuart seeks to receive funding to replace a noncompliant drone with a drone that meets required minimum security standards. The City will not be required to provide matching funds for this reimbursement grant if awarded. The City continues to implement strategies to improve the safety of all residents, through advances in crime prevention and best practices in criminal investigations.

Funding Source:

N/A

Recommended Action:

Authorize Resolution 76-2024

ATTACHMENTS:

1. Res 76-2024 Att.2_PD Drone Replacement Grant Worksheet_7.18.2024
2. R76-2024_Att.1_FY2024-25-Drone-Grant-App-for Signature_7.27.2024
3. R76-2024_Att.1_FY2024-25-Drone-Grant-App-for Signature_7.27.2024

Internal Grant Application Decision Worksheet

Date: 7/18/2024

Assessment Prepared by: J. May

Funding Agency: FDLE

Grant Name: Drone Replacement Program

Eligibility Requirements: Municipal PD

Purpose of Grant: Provide funds to replace noncompliant drones

Up to \$25K per drone- No Match - Funds issued via reimbursement

Criteria:

Replace drones that don't meet minimum security standards in statute

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	N/A
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Staffing/Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	
Do we have staff available to execute	3	N/A
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	3	No
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No
Score	51	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Eligibility Low/Requirements might exceed award

36-51 High Viability - Get going on the application!

Internal Notes:

Chief Tuminelli & team have reviewed & determine grant is beneficial.

PD is providing necessary documentation to apply.

Simple application; Reporting and payment request steps are reasonable for reimbursement.

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name:

Title:

Phone:

Email:

Chief Official

(please print)

Name:

Title:

Phone:

Email:

Financial Contact:

(please print)

Name:

Title:

Phone:

Email:

Alternate Point-of- Contact

(please print)

Name:

Title:

Phone:

Email:

Recipient's Vendor ID (FEID/EIN):

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient:

Select One: **New Participant** **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature:

Date:

Name/Title:

**** **FDLE Regional Operations Center ONLY** ****

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and 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 the Department of Law Enforcement, 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. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. 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 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 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). Pursuant to 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 §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. 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 this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name:

Title:

Phone:

Email:

Chief Official

(please print)

Name:

Title:

Phone:

Email:

Financial Contact:

(please print)

Name:

Title:

Phone:

Email:

Alternate Point-of- Contact

(please print)

Name:

Title:

Phone:

Email:

Recipient's Vendor ID (FEID/EIN):

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____ Joseph Tumminelli, Police Chief

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient:

Select One: **New Participant** **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature:

Date:

Name/Title:

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and 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 the Department of Law Enforcement, 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. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. 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 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 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). Pursuant to 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 §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. 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 this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Jacqui May

Title of Item:

AUTHORIZATION TO APPLY FOR A COASTAL CONSERVATION ASSOCIATION OF FLORIDA HABITAT FUNDING GRANT (RC):

RESOLUTION No. 77-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A COASTAL CONSERVATION ASSOCIATION OF FLORIDA HABITAT FUNDING GRANT FOR COASTAL HABITAT CONSERVATION; 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.

Summary Explanation/Background Information on Agenda Request:

The Coastal Conservation Association (CAA) of Florida provides grant funds to recipients for coastal habitat restoration, which will benefit the City of Stuart by providing support for projects relating to conserving natural resources. The City of Stuart's Public Works Department's strategy relating to public access to the City's coastal areas will align with the missions of CAA's program. A completed "Grant Consideration Worksheet" demonstrates this is a viable reimbursement grant. The City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

Funding Source:

N/A

Recommended Action:

Authorize Resolution No.77-2024

ATTACHMENTS:

1. R77-2024 CAA FL Habitat Conservation Grant App.
2. R77-2024_Att.1_CCA FL Grant Decision Worksheet 7.2024



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 77-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A COASTAL CONSERVATION ASSOCIATION OF FLORIDA HABITAT FUNDING GRANT FOR COASTAL HABITAT CONSERVATION; 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.

* * * * *

WHEREAS The Coastal Conservation Association (CAA) of Florida provides grant funds to recipients for coastal habitat restoration, which will benefit the City of Stuart by providing support for projects relating to conserving natural resources; and

WHEREAS The City of Stuart's Public Works Department's strategy relating to public access to the city's coastal areas will align with the missions of CAA'S program; and

WHEREAS A completed "Grant Consideration Worksheet" demonstrates this is a viable reimbursement grant; and

WHEREAS The City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Public Works Department to the Florida Coastal Conservation Association for a Habitat Conservation Program Grant; and to execute an agreement, if the grant is awarded; and to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately 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:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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 Internal Grant Application Decision Worksheet © J.May/City of Stuart 2023

Date: 7/25/2024

Assessment Prepared by: J.May

Funding Agency: Coastal Conservation Agency <https://ccaflorida.org/one-million-dollar-habitat-pledge/>

Grant Name: Florida Habitat Pledge

Eligibility Requirements:

Purpose of Grant: Conservation Commitment

Criteria:

supports meaningful local habitat projects. statewide conservation efforts. Past projects include: oyster reefs; clam deployments; shoreline stabilization

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	
Are we in correct geographic area	3	
Do we address funder's interests	3	
Do our needs align with their purpose	3	
Do we serve their target population/goals	3	
Do they offer support we can actually use	3	
Credibility		
Do we have any connection/credibility	3	CCA local chapter
Do we have the subject expert expertise	2	Consultants
Do we have staff available to execute	2	Consultants
Timing		
Does award date align with project timeline	3	
Can we meet the application deadline	3	
Can we meet reporting requirements	3	
Can we develop project plan and budget in time	2	Consultants
Are reporting/eval requirements reasonable	3	yes
Associated Costs		
Do they require a match	2	Not required but will boost
Will we have to hire consultants to prepare or execute	1	likely
Will additional staff costs be incurred to execute	3	No
Score	45	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Effort might not be worth reward

36-51 High Viability - Get going on the application!

Internal Notes:

Possible fit for Frazier Creek or Courtesy Dock Projects
They are hoping to fund 20 habitat-focused projects statewide for max. \$50,000 each.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Peter Kunen

Title of Item:

KINGSWOOD 3 WATER LINE REPLACEMENT AGREEMENT (RC):

RESOLUTION No. 78-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE UTILITIES AND ENGINEERING DIRECTOR TO MOVE FORWARD WITH THE AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE KINGSWOOD 3 CONDOMINIUM ASSOCIATION ("KINGSWOOD 3"), CONTINGENT UPON THE APPROVAL OF THE CITY ATTORNEY, AND TO MOVE FORWARD WITH THE CONSTRUCTION OF A NEW WATER SERVICE LINE TO SERVE THE KINGSWOOD 3 PROPERTY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A portion of the existing water service line to the Kingswood 3 Condominium (Kingswood 3) property is located on an adjacent private property owned by Neurus Enterprises, LLC (Neurus). The construction of a residential development project on the Neurus property is currently underway, which requires the existing Kingswood 3 water service line to be relocated. Kingswood 3 has obtained a utility easement on the Neurus property where a portion of the new water line is to be constructed. The City has retained an engineering consultant to design the new water line which will be constructed within the new utility easement and extend onto the Kingswood 3 property. The City will hire a licensed underground utility contractor to construct the new water service line. The project construction is going to cost approximately \$133,000, which will be paid out of the City's water utility funds.

Through an Agreement, the City will establish a reimbursement program, similar to the "Sign up and Save" program, where Kingswood 3 will pay back the costs of construction to the City over a 3-year period with regularly scheduled payments.

The Agenda Item is seeking Commission approval authorizing the Utilities and Engineering Director to move forward with the Agreement between the City and Kingswood 3, contingent upon the approval of the City Attorney, and to move forward with hiring a licensed underground utility contractor to construct the new water service line.

Funding Source:

Water Utility Fund 410-56563-630

Recommended Action:

Staff recommends Commission approval, authorizing the Utilities and Engineering Director to move forward with the Agreement between the City and Kingswood 3, and to move forward with the construction of the new water service line to serve the Kingswood 3 property.

ATTACHMENTS:

1. R78-2024 Kingswood 3 Water Line Replacement



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 78-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE UTILITIES AND ENGINEERING DIRECTOR TO MOVE FORWARD WITH THE AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND THE KINGSWOOD 3 CONDOMINIUM ASSOCIATION ("KINGSWOOD 3"), CONTINGENT UPON THE APPROVAL OF THE CITY ATTORNEY, AND TO MOVE FORWARD WITH THE CONSTRUCTION OF A NEW WATER SERVICE LINE TO SERVE THE KINGSWOOD 3 PROPERTY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, a portion of the existing water service line to the Kingswood 3 property is located on an adjacent private property owned by Neurus Enterprises, LLC; and

WHEREAS, the construction of a residential development project on the Neurus property is currently underway, which requires the existing Kingswood 3 water service line to be relocated; and

WHEREAS, The City has retained an engineering consultant to design the new water line which will be constructed within a new utility easement on the Nerus property and extend onto the Kingswood 3 property. The City will hire a licensed underground utility contractor to construct the new water service line; and

WHEREAS, The project construction is going to cost approximately \$133,000, which will be paid out of the City's water utility funds. Through an Agreement, the City will establish a reimbursement program, similar to the "Sign up and Save" program, where Kingswood 3 will pay back the costs of construction to the City over a 3-year period with regularly scheduled payments.

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

SECTION 1: The City Commission hereby authorizes the Utilities and Engineering Director to move forward with the Agreement between the City and Kingswood 3, contingent upon the approval of the City Attorney, and to move forward with hiring a licensed underground utility contractor to construct the new water service line.

SECTION 2: This resolution shall take effect upon adoption.

Resolution Number 78-2024; Kingswood 3 Water Line Replacement Agreement

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:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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: 8/12/2024

Prepared by: Lee Baggett

Title of Item:

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY (RC):

RESOLUTION No. 41-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart and Martin County entered an interlocal agreement to jointly respond to a request for proposals published by Brightline for a train station, parking, railroad infrastructure, and other infrastructure necessary for compliance with development regulations to construct the project on property currently owned by Martin County located within the municipal boundaries of the City of Stuart. On March 4, 2024, Brightline notified the City of Stuart and Martin County that their joint proposal to the RFP was selected conditioned upon certain clarifications which included amendments to a settlement agreement entered between Brightline and Martin County in 2018. The City of Stuart is not a party to the "Settlement Agreement." Martin County and Brightline have come to an agreement regarding the amendments to the settlement agreement and as a result, the December Interlocal agreement needs to be amended as well.

The City of Stuart and Martin County have drafted an Amended Interlocal Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart. The Amended Interlocal Agreement as well as the Development Agreement between Brightline and Stuart are both contingent upon Martin County approving and adopting the Amended Interlocal Agreement.

Funding Source:

N/A

Recommended Action:

Approve Resolution 41-2024.

ATTACHMENTS:

1. R41-2024 Amended ILA for Train Station 2024
2. CityofStuart_IA re Joint Proposal Brightline for Train Station and Parking_12122023
3. Martin County - City of Stuart Selection 3.4.2024
4. ILA Amended County-City Brightline Station FINAL



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 41-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE MAYOR
TO SIGN AN AMENDED INTERLOCAL AGREEMENT
WITH MARTIN COUNTY PROVIDING THE
RESPONSIBILITIES OF THE PARTIES IN THE
CONSTRUCTION OF A PASSENGER RAIL STATION
ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for more than twenty years; and

WHEREAS, Brightline Trains LLC (“Brightline”) issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP (“RFP”), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community; and

WHEREAS, the City of Stuart and Martin County entered into an Interlocal Agreement on December 12, 2023, in which they agreed to submit a joint proposal in response to Brightline's RFP; and

WHEREAS, the City of Stuart and Martin County submitted a joint proposal to Brightline for a train station, parking, railroad infrastructure, and other infrastructure necessary for compliance with development regulations to be located on the property currently owned by Martin County located within the municipal boundaries of the City of Stuart; and

WHEREAS, Brightline notified the City of Stuart and Martin County that their joint proposal to the RFP was selected conditioned upon certain clarifications in its correspondence dated March 4, 2024; and

WHEREAS, the City of Stuart and Martin County have engaged in further negotiations with Brightline in order to finalize the terms of an agreement for the development of the train station.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City of Stuart and Martin County have drafted an Amended Interlocal Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart.

Resolution No. 41-2024; Authorizing an Interlocal Agreement with Martin County
Related to the construction of a passenger rail station.

SECTION 3: The Mayor is hereby authorized to execute the Amended Interlocal Agreement with Martin County relating to the development of a train station on Flagler Avenue and the FEC right-of-way in Stuart, Florida.

SECTION 4: This resolution shall take effect immediately 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:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of August, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

**INTERLOCAL AGREEMENT
REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC
FOR A TRAIN STATION AND PARKING GARAGE**

This INTERLOCAL AGREEMENT (“Agreement”), dated December 12, 2023, is made by and among MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the “COUNTY”); and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline wherein the COUNTY was subject to the potential payment of 50% of the construction costs for a train station built in Martin County by Brightline within 5 years of commencement of Brightline’s passenger revenue train service. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter “RFP”) to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY have agreed to submit a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter “Project”) to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP.

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment and maintenance of a train station and parking garage would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

- A. The COUNTY and CITY agree to submit a joint response to the RFP on or before December 22, 2023.
- B. If Brightline selects the CITY/COUNTY proposal, the parties agree as follows:
1. The COUNTY agrees to convey to the CITY a parcel of land more particularly described in Exhibit "A" to be used for the Project.
 2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypman Blvd that currently exist.
 3. The CITY agrees to negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property.
 4. Pursuant to the aforementioned settlement agreement with Brightline, the COUNTY agrees to pay 50% of the construction costs of the Train Station.
 5. The CITY agrees to pay for the construction costs of the Parking Garage necessary to meet the criteria set forth in the RFP.
 6. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed as follows: (1) as to the Train Station, the cost of which is to be shared between the COUNTY and Brightline on an equal basis, their obligations shall be reduced on an equal basis; and (2) as for the Parking Garage, the CITY's monetary obligations for the construction costs of the Parking Garage shall be reduced by any grant funds received for the Parking Garage portion of the Project. When applying for any grant(s) from federal, state and/or other granting agencies, the CITY and COUNTY shall ensure that all eligible components of the Project are included in the application(s), and they will make reasonable efforts to file any grant application(s) jointly whenever possible.
 7. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.
 8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
 9. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

10. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

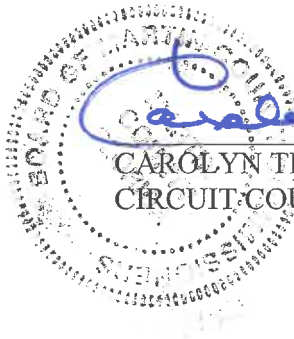
Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

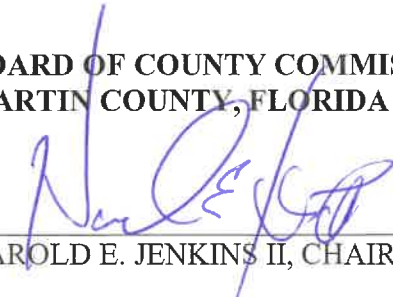
ATTEST:




CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

December 12, 2023
Date

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**


HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

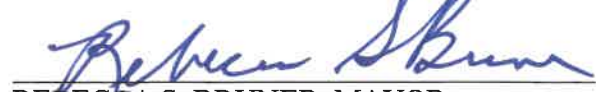
For


SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:


MARY R. KINDEL, CITY CLERK

CITY OF STUART, FLORIDA


REBECCA S. BRUNER, MAYOR

December 11, 2023
Date



APPROVED AS TO FORM AND
CORRECTNESS:


LEE J. BAGGETT, ESQ. CITY ATTORNEY

EXHIBIT A



March 4, 2024

Dear Mayor Bruner and Chairman Jenkins:

Thank you for your response to Brightline's Treasure Coast Request for Proposals. The joint proposal submitted by both Martin County and the City of Stuart was compelling.

After carefully reviewing all of the proposals, Brightline has decided to select your proposal (inclusive of several clarifications/modifications that have been discussed with both County and City staff and elected officials) to proceed to the negotiation and execution of final agreements for the development of a new Train Station and Parking Garage located at your proposed site in Stuart. Brightline will require that the terms (listed below) will be included in the final agreements that we enter into with the City and/or County:

- Martin County Commitment of \$15M
 - Funds shall be used on the design and development of a train station to be developed on the Land (as defined below), including both front and back of house areas, platform, canopy, entry plaza, service yard and all necessary rail infrastructure, including, but not limited to, all the necessary track, ballast, ties, civil, signal/communication, and special track work / equipment (collectively, the "Train Station") (covering both hard and soft costs);
- City of Stuart Commitment of \$30M
 - Funds shall be used on the design and development of the parking garage to be developed on the Land (the "Parking Garage") and or Train Station (covering both hard and soft costs).
- Agreement by Martin County to modify the 2018 Settlement Agreement
 - Key terms that would be modified include but are not limited to:
 - remove the obligation of Brightline to pay 50% of the cost of the Station to be developed in the Treasure Coast;
 - remove the obligation of Brightline to consent to and participate in the cost of building an aerial pedestrian bridge in downtown Stuart (Section 3). In consultation with the City, the pedestrian overpass is no longer needed as the parking garage and station are located on the east side of the tracks;
 - agree that the fencing installed within Martin County that is currently contemplated in the RAISE Trespassing Prevention Project (fencing locations subject to Florida East Coast Railway, L.L.C.'s approval) will satisfy Brightline's obligations to construct and pay for additional fencing within Martin County (Section 4); and
 - agree that, upon completion of construction of the proposed replacement St. Lucie River Bridge, Brightline will no longer be required to agree to the

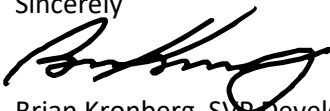
requirement for a bridge monitor for that bridge and that Martin County will support the elimination of such requirement (Section 5).

- Commitment from the City and County to immediately fund the design dollars for the Train Station and the Parking Garage upon execution of the Lease and Development Agreement.
- Full development rights on parcels 043841000000003101, 043841010000000905 and 043841004004000102 to develop Train Station and Parking Garage (collectively, the “Land”):
 - Lease term of 80 years at \$1/year
- Right to develop parcel 043841004003000006 for Transit Oriented Development (the “TOD Land”)
 - Brightline will receive a long-term ground lease with the same lease terms as the Land;
 - Brightline expects Martin County to transfer title to the City and then the City would lease the TOD Land to Brightline
 - As a condition of the transfer or lease, Brightline agrees to replace the existing parking count at this location and commits that the new/replaced parking spaces will remain free of charge.
- Commitment from Martin County Tourist Transportation Development Council (TDC) that the \$800k would be contributed to Brightline to support the successful launch of this station.
- Agreement that Martin County will enter into an interlocal agreement with the Florida Development Finance Corporation, at the earliest possible date, to allow for Private Activity Bond proceeds issued on behalf of the Brightline project to be used within the county.
- In the event that the City of Stuart remediates the City owned land located south of Monterey Road, the City would agree to lease to Brightline approximately three acres of land (at the same terms as the Land).
- Continued cooperation from both Martin County and City of Stuart relative to the St. Lucie Bridge Replacement, the closeout of Brightline’s construction and the modification of crossing agreements as required by the Settlement Agreement.

Of course, all of the foregoing is subject to the negotiation and execution of the final agreements with respect to the Train Station development.

We thank you and look forward to a successful partnership.

Sincerely

A handwritten signature in black ink, appearing to read "Brian Kronberg".

Brian Kronberg, SVP Development and Construction
Brightline Trains Florida LLC

**AMENDED INTERLOCAL AGREEMENT
REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC
FOR A TRAIN STATION**

This AMENDED INTERLOCAL AGREEMENT (“Agreement”), dated _____, is made by and among MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the “COUNTY”); and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on December 12, 2023, the COUNTY and the CITY entered into an Interlocal Agreement regarding the Joint Proposal to Brightline Trains LLC (“Brightline”) in response to a Request for Proposals previously published by Brightline.

WHEREAS, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter “RFP”) to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY submitted a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter “Project”) to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, On March 4, 2024, Brightline notified the CITY/COUNTY that the joint proposal was selected conditioned subject to a list of terms included in its March 4, 2024 correspondence (“Selection Letter”); and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP; and

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station with 200 parking spaces would result in significant public

benefits, improving the quality of life for residents and fostering economic development within the community.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

- A. The COUNTY and CITY agree to amend the original Interlocal Agreement dated December 12, 2023 to clarify and finalize the responsibilities of the parties pursuant to Brightline's selection of the CITY/COUNTY'S joint proposal.
- B. The CITY is aware that the COUNTY is also amending its 2018 settlement agreement with Brightline. The parties agree that the CITY is not a party to said settlement agreement and therefore, the CITY will not be responsible for compliance with the settlement agreement or any amendments thereto.
- C. In order to fulfill the terms of this Agreement as well as the clarifications set forth in Brightline's Selection Letter, the parties agree as follows:
 1. The COUNTY agrees to convey to the CITY three (3) parcels of land more particularly described in Exhibit "A" ("Properties") to be used for the Project. Transfer of ownership of the Properties from COUNTY to CITY for present and future purposes, including dedication, fee simple interest, liability, maintenance, management, development, leasing and other services in association therewith shall be governed by this Section C. The Properties are, as of the Effective Date, improved with a paved parking lot which is accessible to the public for free.
 - a. The Properties shall be transferred from COUNTY to CITY within 14 days after the Effective Date of this Agreement by the recording of a COUNTY Quit Claim Deed (the "*Properties Deed*") in the Official Records of Martin County, Florida.
 - b. The Properties Deed shall contain a restrictive covenant that the Properties shall be used solely for public purposes.
 - c. Following conveyance of the Properties from the COUNTY to the CITY, the CITY agrees to work with Brightline to attempt to keep as much of the parking available as public parking as possible during the due diligence period. At such time as the Long Term Land Lease between the CITY and Brightline becomes effective, the CITY can no longer provide public parking on the site as it will be effectively the property of a third party.
 - d. If a Certificate of Occupancy or a building permit has not been issued within 5 years from the Effective Date, the CITY shall convey the Properties to the COUNTY.

2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypmann Boulevard that currently exist.
3. The COUNTY shall commit up to \$15,000,000. Funds shall be used on the design and development of a train station to be developed on the Properties, including both front and back of house areas, platform, canopy, entry plaza, service yard and all necessary rail infrastructure, including, but not limited to, all the necessary track, ballast, ties, civil, signal/communication, and special track work / equipment (collectively, the “Train Station”) (covering both hard and soft costs)
4. The CITY shall commit up to \$30,000,000. Funds shall be used on the design and development of the Train Station to be developed on the Properties.
5. The fund commitments in paragraphs 3 and 4 above shall be allocated as follows: The parties agree to be equally (i.e. 50/50) responsible for the costs of the design and development of the Train Station for up to \$30,000,000. The CITY shall be fully responsible for any costs of the design and development of the Train Station from \$30,000,000 to \$45,000,000 for any costs that exceed \$30,000,000 up to a maximum cost of \$45,000,000 in total.
6. Within 30 days of the execution of the Interlocal Agreement, the COUNTY and CITY shall proportionally fund the design dollars for the Train Station.
7. The COUNTY and the CITY agree that the CITY shall lease to Brightline with full development rights, on the Properties described in Exhibit “A” to develop a Train Station with at least two hundred (200) parking spaces in the form of a long term triple net land lease for 80 years with an annual lease of one (\$1.00) dollar plus taxes, maintenance and insurance.
8. The parties acknowledge that the COUNTY’s Tourist Development Plan approved, in accordance with Section 71.243, General Ordinances, Martin County Code, on November 8, 2024, includes an \$800,000 allocation to Brightline for the implementation of a marketing plan designed to promote and establish the Stuart Brightline Station, in coordination with Brightline.
9. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed proportionately back to the COUNTY and CITY based upon their respective contributions toward the Project.
10. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

11. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
12. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.
13. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight

courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____, 2024
Date

SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

_____, 2024
Date

LEE BAGGETT, CITY ATTORNEY

EXHIBIT "A"

The Properties (Consisting of 3 Parcels)

Parcel 1:

04-38-41-000-000-00310-1 .64 Acres

A parcel of land in the Southwest one-quarter of Section 4, Township 38 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Starting at an iron post which marks the intersection of the East line of the right of way of F.E.C. Rwy, and the south line at East Fourth Street (being a paved street running east and west) in the Town of Stuart, Florida;

thence run Southeasterly along the east line of said railway right-of-way a distance of 712.85 feet to an iron post marking the N.W. corner of the tract herein described;

thence continuing southeasterly along the east line of said right-of-way 200 feet to an iron post;

thence northeasterly in a straight line at right angles to the east line of said railway right-of-way a distance of 140 feet to an iron post;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 90 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 100 feet to a point;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 110 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 40 feet to the point of beginning; and being a part of a tract of land conveyed by George W. Lainhart and Minnie H. Lainhart, his wife and George W. Potter and Ella D. Potter, his wife, to Southern Utilities Company by deed dated May 1, 1917, recorded in March 13, 1918, in Deed Book 99, page 203, among the public records of Palm Beach County, Florida, said lands now being in Martin County, Florida.

As recorded in Official Records Book 710, Page 2559, of the Public Records of Martin County, Florida.

Parcel 2:

04-38-41-010-000-00090-5 .65 Acres

Lots I and J, less the East 6 feet thereof, Lainhart & Potter's Addition To Stuart, according to Plat thereof filed 4 December, 1922 and recorded in Plat Book 9, page 61, Palm Beach (now Martin) County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

Parcel 3 (consisting of 3 subparcels):

04-38-41-004-004-00010-2 1.06 Acres

- A. Lot 1, Block 4, less the East 6 feet thereof, The 47 Acre Addition, according to plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

- B. Lots 2, 3 and 4, Block 4, The 47 Acre Addition to the City of Stuart, according to the plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

As recorded in Official Records Book 680, Page 839, of the Public Records of Martin County, Florida.

- C. Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, LESS the Southerly 15 feet of Lot 13, Block 4, The 47 Acre Addition to the City of Stuart according to plat thereof filed January 7, 1926 and recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being Parcel IV in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 8/12/2024

Prepared by: Michael Mortell

Title of Item:

RESOLUTION AUTHORIZING THE CITY TO ENTER LONG TERM LEASE & DEVELOPMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC (RC):

RESOLUTION No. 52-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO ENTER INTO A LONG-TERM LEASE AND DEVELOPMENT AGREEMENT WITH BRIGHTLINE TRAINS, LLC. FOR THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart and Martin County submitted a joint proposal to Brightline for a train station, parking, railroad infrastructure, and other infrastructure necessary for compliance with development regulations to be located on the property currently owned by Martin County located within the municipal boundaries of the City of Stuart.

Brightline Trains, LLC notified the City of Stuart and Martin County that their joint proposal to the RFP was selected conditioned upon certain clarifications in its correspondence dated March 4, 2024.

Pursuant to the terms of the Interlocal Agreement, Martin County and Stuart will share in the cost of construction for the project. The City of Stuart will enter a long-term Triple Net Non-Subordinated Land Lease with Brightline Trains, LLC for the construction, operation, and maintenance of the passenger rail station; 200 parking spaces and the necessary infrastructure to operate the station and comply with development regulations.

Funding Source:

N/A

Recommended Action:

Approve Resolution 52-2024.

ATTACHMENTS:

1. R52-2024 Authorization to Enter Long-Term Lease and Dev. Agmt with Brightline



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 52-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE CITY TO
ENTER INTO A LONG-TERM LEASE AND
DEVELOPMENT AGREEMENT WITH BRIGHTLINE
TRAINS, LLC. FOR THE CONSTRUCTION OF A
PASSENGER RAIL STATION ON FLAGLER AVENUE
IN ACCORDANCE WITH THE AMENDED
INTERLOCAL AGREEMENT ENTERED BETWEEN
THE CITY OF STUART AND MARTIN COUNTY;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for more than twenty years; and

WHEREAS, Brightline Trains LLC (“Brightline”) issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP (“RFP”), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community; and

WHEREAS, the City of Stuart and Martin County entered into an Interlocal Agreement on December 12, 2023, in which they agreed to submit a joint proposal in response to Brightline's RFP; and

WHEREAS, the City of Stuart and Martin County jointly filed a response to the RFP and were notified by Brightline on March 4, 2024, that the proposal had been selected conditioned upon clarifications as set forth in the correspondence which included amending a Settlement Agreement between Brightline and Martin County which was entered in 2018; and

WHEREAS, the Brightline and the City have prepared a long-term land Lease and Development Agreement in accordance with the Amended Interlocal Agreement between Martin County and the City of Stuart. The Interlocal Agreement provides the land and the funding structure for the project; and

WHEREAS, the City of Stuart desires to enter a long-term Triple Net Land Non-Subordinated Land Lease and Development Agreement for the property with Brightline Trains, LLC for the construction of a passenger rail station located on Flagler Avenue; and

WHEREAS, in accordance with the Request for Proposals published by Brightline Trains, LLC, as well as the Amended Interlocal Agreement entered between the City of Stuart and Martin County, the City of Stuart will provide funding for a passenger rail station of approximately ten thousand square feet (+/-); 200 parking spaces; railroad improvements necessary for the station, as well as all necessary infrastructure to meet the development requirements for the project; and

WHEREAS, the installation of a passenger rail system in the City in accordance with the long term of objectives of its Comprehensive Plan will provide significant public benefit to the City residents, its visitors and the entire Treasure Coast.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City of Stuart and Brightline Trains, LLC have drafted a long-term Lease and Development Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart.

SECTION 3: The City Commission authorizes the Mayor to execute a Triple Net Non-Subordinated Land Lease for the development of the property which will be dedicated to the City for public use with Brightline, or its subsidiary. A condition precedent to the Mayor executing the Agreement is the adoption of the Amended Interlocal Agreement referenced in Resolution 41-2024 by both the City of Stuart and Martin County.

SECTION 4: This Resolution shall become effective immediately upon Martin County's ratification of the Amended Interlocal Agreement adopted by the City Commission in Resolution 41-2024. In the event that Martin County does not adopt and ratify the Amended Interlocal Agreement, this Resolution shall be void.

Resolution No. 52-2024; Authorizing the City to Enter a Long-Term Lease and Development
Agmt with Brightline Trains, LLC for the construction of a passenger rail station

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:

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of August, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY