AGENDA
BRADENTON CITY COUNCIL SPECIAL MEETING
8:30 a.m. Monday, October 26, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. PLEDGE OF ALLEGIANCE

2. SPECIAL MEETING CALLED TO ORDER

3. CITIZEN COMMENT ON AGENDA ITEMS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any agenda item.

4. NEW BUSINESS

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-75 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING APPROVAL OF ADDITIONAL BUILDING HEIGHT PURSUANT TO ARTICLE 1, SECTION 1.12 OF THE FORM BASED CODE AS AMENDED BY ORDINANCE 4017 FOR PROPERTY LOCATED AT 500 15TH STREET WEST, BRADENTON, FLORIDA, PARCEL ID NUMBER 3354500109, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY PAIGE ESTIGARRIBIA, ZNS ENGINEERING (AGENT) FOR AMRES INVESTMENTS, LLC.
Resolution 26-75
Staff Report
Letter of Request
Wares Row - Survey
Ordinance 4017

b) Public Works & Utilities: Amendment 2 to Florida Department of Environmental Protection (FDEP) Agreement No. 23FRP47 Continuation of Standard Agreement for Lift Station 3 Expansion and Lift Station 13 Demolition Project
Amendment 2 to FDEP Agreement 23FRP47

5. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact the City Clerk by phone 941-932-9463 or email: cityclerk@cityofbradenton.com and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com.

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and nonthreatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL SPECIAL MEETING AGENDA ITEM REPORT

DATE: October 26, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: **NEW BUSINESS**

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-75 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING APPROVAL OF ADDITIONAL BUILDING HEIGHT PURSUANT TO ARTICLE 1, SECTION 1.12 OF THE FORM BASED CODE AS AMENDED BY ORDINANCE 4017 FOR PROPERTY LOCATED AT 500 15TH STREET WEST, BRADENTON, FLORIDA, PARCEL ID NUMBER 3354500109, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY PAIGE ESTIGARRIBIA, ZNS ENGINEERING (AGENT) FOR AMRES INVESTMENTS, LLC.

SUGGESTED ACTION: City Council may approve or deny Resolution 26-75.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
Paige Estigarribia, ZNS Engineering Agent for Manatee County Government, requests a Height increase for the subject property consistent with Ordinance 4017 for property located at 500 15th Street West.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by conflict counsel.

SUGGESTED MOTION:
Motion to approve or deny Resolution 26-75.

ATTACHMENTS:
Resolution 26-75
Staff Report
Letter of Request
Wares Row - Survey
Ordinance 4017

RESOLUTION 26-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING APPROVAL OF ADDITIONAL BUILDING HEIGHT PURSUANT TO ARTICLE 1, SECTION 1.12 OF THE FORM BASED CODE AS AMENDED BY ORDINANCE 4017 FOR PROPERTY LOCATED AT 500 15TH STREET WEST, BRADENTON, FLORIDA, PARCEL ID NUMBER 3354500109, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY PAIGE ESTIGARRIBIA, ZNS ENGINEERING (AGENT) FOR AMRES INVESTMENTS, LLC.

WHEREAS, Manatee County, Florida (the "Property Owner") is the owner of the property located at 500 15th Street West, Bradenton, Florida, Parcel ID Number 3354500109, more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, Manatee County, as Property Owner, has authorized the Petitioner, AMRES Investments LLC, represented by Paige Estigarribia, ZNS Engineering (Agent), to file this petition; and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton's Form Based Code, as amended by Ordinance 4017, provides for additional building height if approved by the City Council subject to the project meeting specified criteria; and

WHEREAS, the subject property contains approximately 3.9464 acres; and

WHEREAS, the T5 zoning designation allows up to 12 stories to include a base height allowance of five stories with an additional four stories for LEED certified buildings, two stories for workforce housing, and one story for public art; and

WHEREAS, the height incentives approved under Ordinance 4017 allow a total of 20 stories based on the T6 zoning allowance that allow a base building height allowance of eight stories with an additional eight stories for LEED certified buildings, one story for public art, and three stories that would normally be provided based on workforce housing but are granted by right under the incentive program; and

WHEREAS, the Petitioner, through its agent, Paige Estigarribia, ZNS Engineering, submitted an application for City Council approval of a mixed use project with a total building height of 7 stories for the project generally depicted on the Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the City Council held a noticed public hearing on October 14, 2026 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and presented at the public hearing, including the staff report, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a mixed use project with a total building height of 7 stories for the project depicted Site Plan and Renderings attached hereto as Exhibit "B".
c. The City's professional staff determined that, subject to the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Form Based Code and Ordinance 4017 as follows:
   i. Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and
   ii. Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and
   iii. Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.
d. This City Council approval is granted prior to December 31, 2028, as required under Ordinance 4017.

Section 2. Permit. Based upon the foregoing, the proposed building height is hereby approved for the Property, subject to the following stipulations:

a. The project will be completed substantially in compliance with Exhibit "B". The Planning and Community Development Director may approve changes that are primarily aesthetic in nature or are required to meet Code and Public Works requirements. The Director or Property Owner may bring the changes to City Council for approval at their discretion.

b. Commencement of development must occur prior to December 31, 2033. Commencement of development is defined as the pouring of the concrete foundation of at least 60% of the ground floor of the project.

Section 3. State and Federal Permits. Issuance of this development order by the City does not in any way create any right on the part of the Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of a permit if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The Applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 26th DAY OF OCTOBER, 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Erica F. Augello
CITY ATTORNEY (Conflict Counsel)

EXHIBIT "A"

OLD CITY HALL (COMBINED)

PARCEL 1:

LOTS 1 THROUGH 17. PROSPECT ADDITION. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5. PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS THE PORTIONS THEREOF CONVEYED TO THE STATE OF FLORIDA AS DESCRIBED IN DEED BOOK 382. PAGE 63 AND IN OFFICIAL RECORD BOOK 737, PAGE 796, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

BEGIN AT THE SW CORNER OF MANATEE AND PROSPECT AVENUE (NOW MANATEE AVENUE AND 15TH STREET) IN THE CITY OF BRADENTON, FLORIDA, RUNNING THENCE SOUTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET) 127 2/3 FEET FOR A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST SIDE OF SAID PROSPECT AVENUE (15TH STREET) 65 FEET; THENCE WEST PARALLEL WITH MANATEE AVENUE TO WARES CREEK; THENCE NORTH ALONG WARES CREEK TO A POINT DUE WEST THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING. LYING AND BEING IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BEGINNING AT A POINT ON THE WEST SIDE OF PROSPECT AVENUE (15TH STREET WEST) IN THE CITY OF BRADENTON, FLORIDA, 264 FEET SOUTH FROM THE SOUTHWEST CORNER OF PROSPECT AVENUE AND MANATEE AVENUE. THE SAME BEING THE NORTHEAST CORNER OF LOT OWNED BY MRS. SARAH O. WEBBER; THENCE RUN NORTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET), THE DISTANCE OF 71 AND 1/3 FEET; THENCE WEST ON A LINE PARALLEL WITH THE CENTER LINE OF MANATEE AVENUE TO THE BANK OF WARE'S CREEK; THENCE SOUTH ALONG THE MARGIN OF SAID CREEK TO THE NORTHWEST CORNER OF MRS. SARAH O. WEBBER'S LOT; THENCE EAST TO POINT OF BEGINNING. IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BLOCK "A' OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1. PAGES 73 AND 103, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE SE CORNER OF BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE DUE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", A DISTANCE

OF 349.35 FEET FOR A POINT OF BEGINNING; THENCE NORTH 100 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE WEST TO THE PRESENT SEAWALL; THENCE SOUTHERLY ALONG SAID SEAWALL TO A POINT THAT INTERSECTS WITH THE SOUTH BOUNDARY LINE OF SAID BLOCK “A” EXTENDED WEST; THENCE EAST APPROXIMATELY 150 FEET TO POINT OF BEGINNING; TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING.

THE WEST 1/2 OF THE FOLLOWING DESCRIBED LAND, TO WIT:

BEGIN AT THE SE CORNER OF BLOCK “A” OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", 255 FEET FOR POINT OF BEGINNING; THENCE NORTH 100 FEET TO NORTH LINE OF SAID BLOCK "A”; THENCE WEST 94.35 FEET; THENCE SOUTH 100 FEET; THENCE EAST 94.35 FEET TO THE POINT OF BEGINNING.

ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK “A" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "BALLARD'S ADDITION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 103; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK "A", N 88°33'22" W, A DISTANCE OF 500.73 FEET TO THE MEAN HIGH WATER LINE OF WARE'S CREEK; SAID MEAN HIGH WATER LINE LYING ON THE FACE OF AN EXISTING SEAWALL: THENCE ALONG THE FACE OF THE SEAWALL AND MEAN HIGH WATER LINE. THE FOLLOWING FIFTEEN COURSES AND DISTANCES:

1.	N 12°39'31" E	6.76'	9.	N 09°11'57" E	43.76'
2.	N 12°46'37" E	17.11'	10.	N 09°29'30" E	17.87'
3.	N 15°10'26" E	27.26'	11.	N 09°21'12" E	9.20'
4.	N 13°20'37" E	16.92'	12.	N 05°12'39" E	38.95'
5.	N 13°07'25" E	14.16'	13.	N 03°38'41" E	10.26'
6.	N 12°59'36" E	30.96'	14.	N 03°24'49" E	36.01'
7.	N 13°04'44" E	32.90'	15.	N 02°32'28" E	11.30'
8.	N 13°00'53" E	24.46'			

THENCE N 00°03'17" W, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 64 (MANATEE AVENUE): THENCE ALONG SAID RIGHT-OF-WAY LINE. S88'39'29' E. A DISTANCE OF 393.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°07'56". A DISTANCE

OF 76.92 FEET TO A POINT OF NON-TANGENCY; SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE. S 00°42'58" W. A DISTANCE OF 301.74 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3.70 ACRES MORE OR LESS.

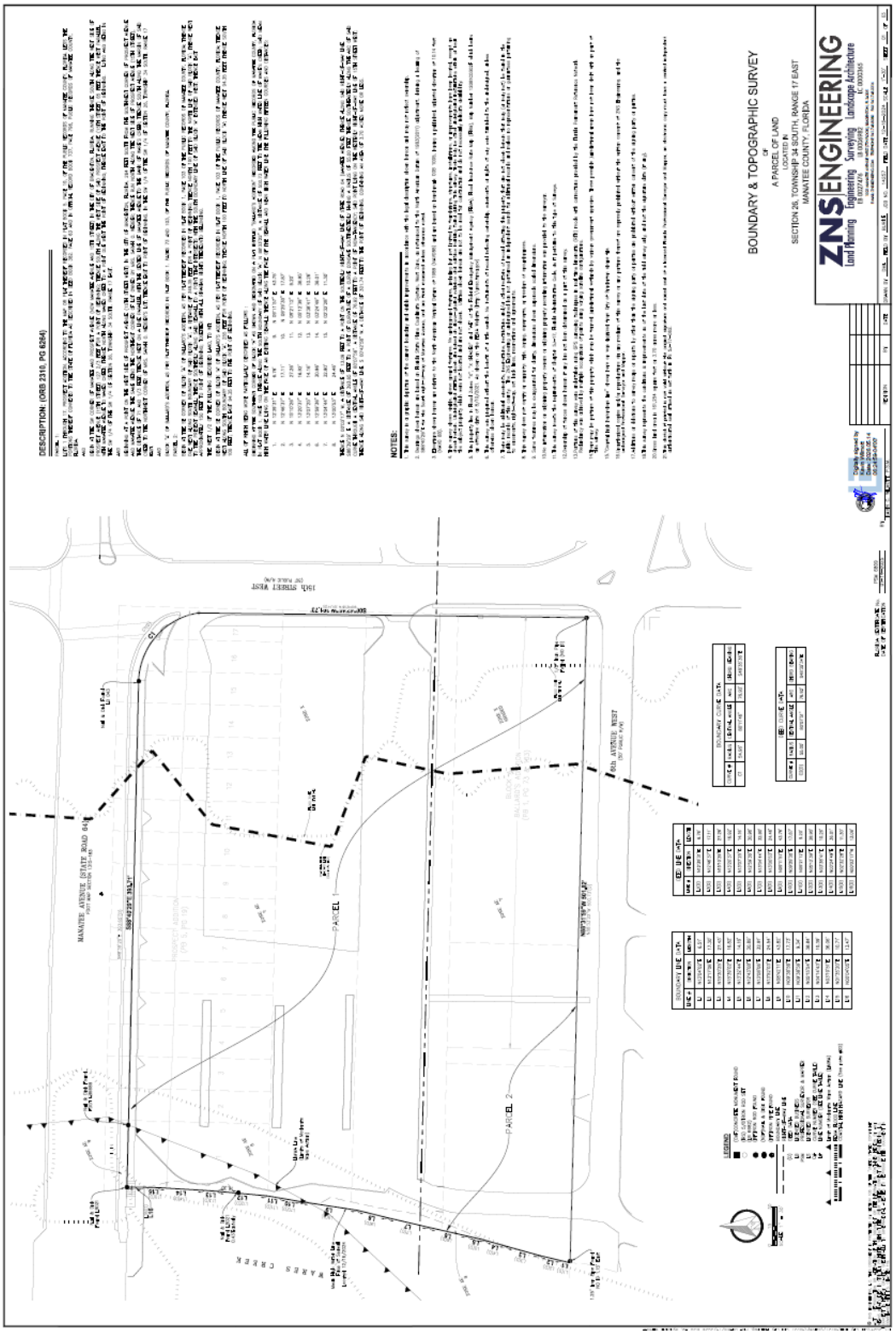
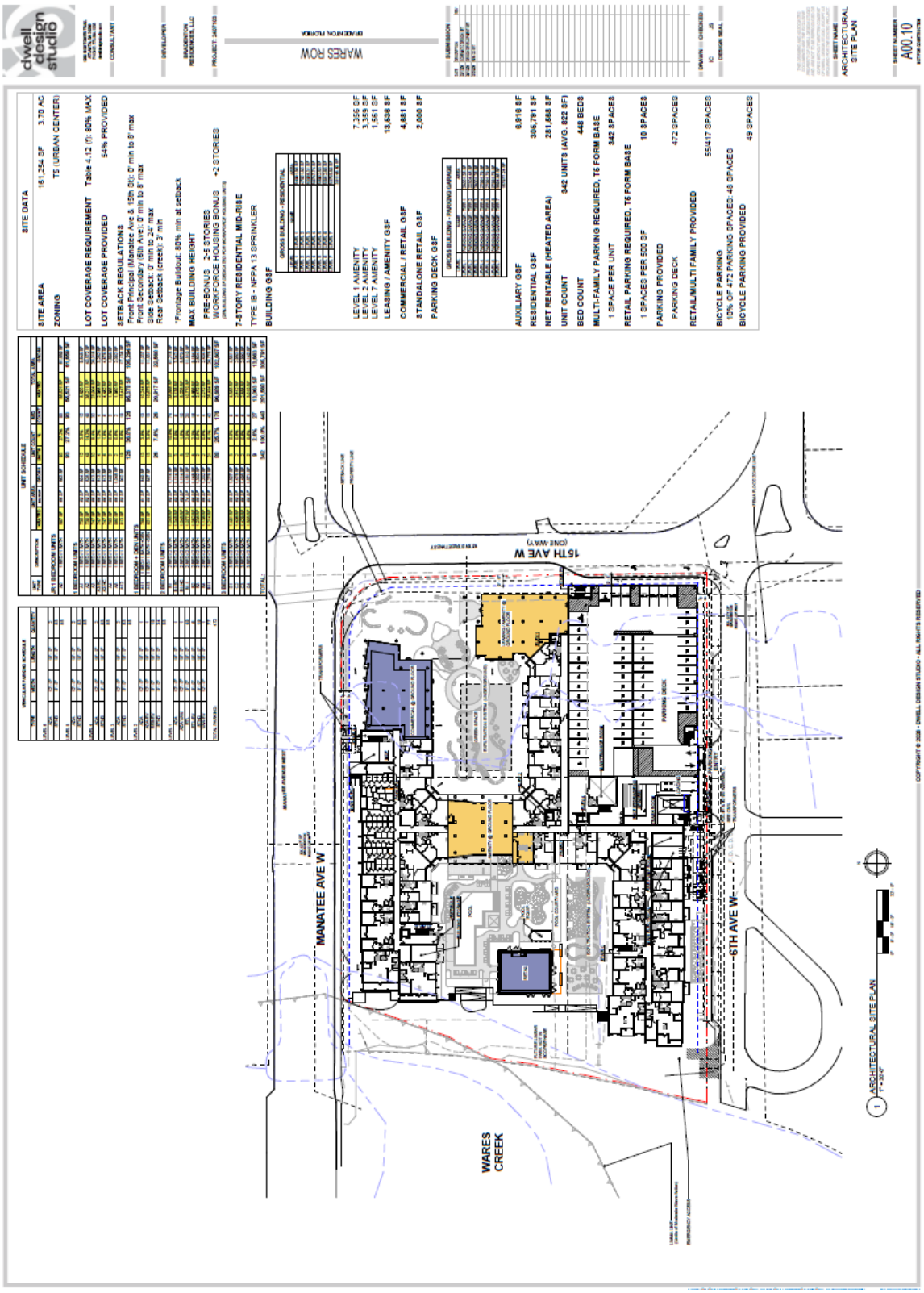

BOUNDARY & TOPOGRAPHIC SURVEY
A PARCEL OF LAND
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
DESCRIPTION: (ORB 2310, PG 6284)
NOTES:
MANATEE AVENUE (STATE ROAD 64)
15th STREET WEST
PARCEL
PARCEL 2
WARES CREEK
LEGEND

EXHIBIT "B"


dwell design studio
WARES ROW
ARCHITECTURAL SITE PLAN
A00.10
SITE DATA
SITE AREA 161,254 SF 3.70 AC
ZONING T5 (URBAN CENTER)
LOT COVERAGE REQUIREMENT Table 4.12 (f): 80% MAX
LOT COVERAGE PROVIDED 54% PROVIDED
SETBACK REGULATIONS
Front Setback (15th Ave & 15th St): 0' min to 8' max
Front Setback (6th Ave): 0' min to 8' max
Side Setback: 0' min to 24' max
Rear Setback (creek): 3' min
*Frontage Buildout: 80% min at setback
MAX BUILDING HEIGHT
PRE-BONUS: 2-5 STORIES
WORKFORCE HOUSING BONUS: +2 STORIES
7-STORY RESIDENTIAL MID-RISE
TYPE IB - NFPA 13 SPRINKLER
BUILDING GSF
LEVEL 1 AMENITY 7,356 SF
LEVEL 2 AMENITY 3,359 SF
LEVEL 7 AMENITY 1,561 SF
LEASING / AMENITY GSF 13,638 SF
COMMERCIAL / RETAIL GSF 4,881 SF
STANDALONE RETAIL GSF 2,000 SF
PARKING DECK GSF
AUXILIARY GSF 8,816 SF
RESIDENTIAL GSF 306,791 SF
NET RENTABLE (HEATED AREA) 291,688 SF
UNIT COUNT 342 UNITS (AVG. 822 SF)
BED COUNT 448 BEDS
MULTI-FAMILY PARKING REQUIRED, T5 FORM BASE
1 SPACE PER UNIT 342 SPACES
RETAIL PARKING REQUIRED, T5 FORM BASE
1 SPACES PER 500 SF 10 SPACES
PARKING PROVIDED
PARKING DECK 472 SPACES
RETAIL/MULTI FAMILY PROVIDED 55/417 SPACES
BICYCLE PARKING
10% OF 472 PARKING SPACES: 48 SPACES
BICYCLE PARKING PROVIDED 49 SPACES
UNIT SCHEDULE
VEHICULAR PARKING SCHEDULE
15TH AVE W
(ONE-WAY)
MANATEE AVE W
6TH AVE W
WARES CREEK
ARCHITECTURAL SITE PLAN
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North Elev Primary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	382	10.67	4074.67	1114	27.34%	15%
Level 6	382	10.67	4074.67	1237	30.36%	15%
Level 5	382	10.67	4074.67	1280	31.30%	15%
Level 4	382	10.67	4074.67	1321	32.42%	15%
Level 3	382	10.67	4074.67	1309	32.86%	15%
Level 2	369	10.67	3936.00	1408	35.77%	15%
Level 1	369	10.67	3936.00	3493	88.80%	90%

East Elev Primary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	171.5	10.67	1829.33	337	18.42%	15%
Level 6	171.5	10.67	1829.33	605	33.10%	15%
Level 5	171.5	10.67	1829.33	529	28.94%	15%
Level 4	171.5	10.67	1829.33	548	29.81%	15%
Level 3	171.5	10.67	1829.33	548	29.81%	15%
Level 2	150.75	10.67	1608.00	793	49.32%	15%
Level 1	150.75	10.67	1608.00	1104	68.68%	90%

South Elev Secondary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	206.25	10.67	2200	717	33%	15%
Level 6	206.25	10.67	2200	717	33%	15%
Level 5	206.25	10.67	2200	775	35%	15%
Level 4	206.25	10.67	2200	775	35%	15%
Level 3	206.25	10.67	2200	775	35%	15%
Level 2	112.50	10.67	1200	775	65%	15%
Level 1	206.25	10.67	2200	785	36%	15%

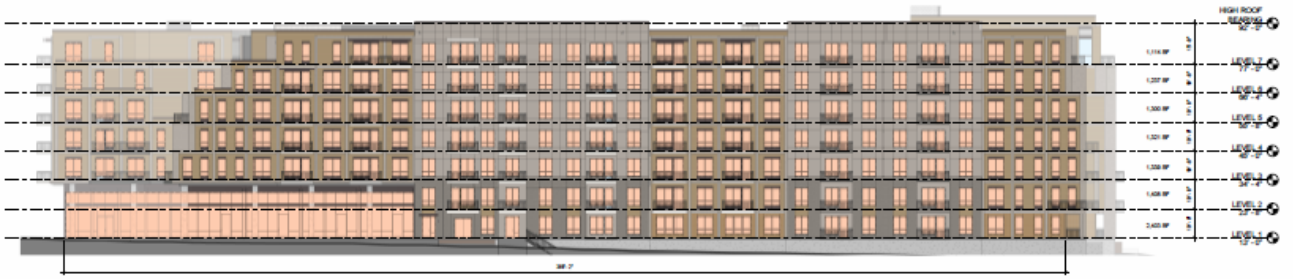
Per Table 4.3b Façade Transparency Requirements, the ground floor of secondary frontage may use the upper story transparency requirements for upper floors.

West Elev Secondary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.5	10.00	4587.50	1368	30%	15%
Level 6	306.5	10.67	3269.33	1128	34%	15%
Level 5	306.5	10.67	3269.33	1287	39%	15%
Level 4	306.5	10.67	3269.33	1287	39%	15%
Level 3	306.5	10.67	3269.33	1287	39%	15%
Level 2	306.5	10.67	3269.33	1171	36%	15%
Level 1	306.5	10.67	3269.33	1214	37%	15%

Per Table 4.3b Façade Transparency Requirements, the ground floor of secondary frontage may use the upper story transparency requirements for upper floors.



2 FENESTRATION CALCULATIONS - EAST (PRIMARY FRONTAGE)
1/16" = 1'-0"



1 FENESTRATION CALCULATIONS - NORTH (PRIMARY FRONTAGE)
1/16" = 1'-0"

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dwell design studio

CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407103

WARES ROW

BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	BY

DRAWN Author CHECKED Checker

DESIGN SEAL

SHEET NAME
FENESTRATION CALCULATIONS

SHEET NUMBER
EX.01



2 FENESTRATION CALCULATIONS WEST (SECONDARY FRONTAGE)
1/16" = 1'-0"



1 FENESTRATION CALCULATIONS SOUTH (SECONDARY FRONTAGE)
1/16" = 1'-0"

North Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	383	10.67	4074.67	1114	27.34%	15%
Level 6	383	10.67	4074.67	1257	30.86%	15%
Level 5	383	10.67	4074.67	1280	31.38%	15%
Level 4	383	10.67	4074.67	1321	32.42%	15%
Level 3	383	10.67	4074.67	1339	32.86%	15%
Level 2	369	10.67	3936.00	1088	27.77%	15%
Level 1	369	10.67	3936.00	2452	62.32%	60%

East Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	171.5	10.67	1828.33	337	18.42%	15%
Level 6	171.5	10.67	1828.33	445	24.33%	15%
Level 5	171.5	10.67	1828.33	329	18.04%	15%
Level 4	171.5	10.67	1828.33	549	30.03%	15%
Level 3	171.5	10.67	1828.33	549	30.03%	15%
Level 2	150.75	10.67	1608.00	793	49.32%	15%
Level 1	150.75	10.67	1608.00	1104	68.66%	60%

South Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.25	10.67	3300	717	22%	15%
Level 6	306.25	10.67	3300	717	22%	15%
Level 5	306.25	10.67	3300	775	23%	15%
Level 4	306.25	10.67	3300	775	23%	15%
Level 3	306.25	10.67	3300	775	23%	15%
Level 2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Level 1	306.25	10.67	3300	781	24%	15%

Per Table 4.3: façade transparency requirements, the ground floor of secondary frontage may use the façade transparency requirements for upper floors.

West Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.5	10.00	3065.00	1060	35%	15%
Level 6	306.5	10.67	3269.33	1128	34%	15%
Level 5	306.5	10.67	3269.33	1267	39%	15%
Level 4	306.5	10.67	3269.33	1267	39%	15%
Level 3	306.5	10.67	3269.33	1267	39%	15%
Level 2	306.5	10.67	3269.33	1171	36%	15%
Level 1	306.5	10.67	3269.33	1214	37%	15%

Per Table 4.3: façade transparency requirements, the ground floor of secondary frontage may use the façade transparency requirements for upper floors.

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dwell design studio

CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407105

WARES ROW
BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	REV

DRAWN: Author CHECKED: Checker

DESIGN SEAL

SHEET NAME
FENESTRATION CALCULATIONS

SHEET NUMBER
EX.02
NOT FOR CONSTRUCTION

City of Bradenton
Planning and Community Development Department
City Council
October 26, 2026

Staff Report

Case Number: PLN-DVA-26-0003 – Resolution
Applicant: Paige Estigarribia, ZNS Engineering
Owner: Manatee County Government
Address: 500 15TH St W, BRADENTON, FL 34205
Parcel ID No: 3354500109
Current Zoning: T-5 Urban Center
Future Land Use: UC (Urban Core)
Flood Zone: AE, X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North:	Manatee Avenue West, T-5, T4-O (General Urban Open)
South:	6th Avenue West, T-5
East:	15th Street West, T-5
West:	Wares Creek

Future Land Use:

North:	Manatee Avenue West, UCBD, RESHIGH
South:	6th Avenue West, UCBD
East:	15th Street West, Urban Core
West:	Wares Creek

SUMMARY OF REQUEST

Paige Estigarribia, ZNS Engineering, Agent for AMRES Investments LLC, requests a Height increase for the subject property consistent with Ordinance 4017. That Ordinance provides for City Council approval to allow for additional height for market rate housing and mixed use projects in a defined area, which includes the subject property.

Zoning Classification and Height Incentive

The zoning classification of this property is T-5 which allows a base building height allowance of up to five stories with an additional four stories with LEED certification, an additional two stories for 25% square footage dedicated to workforce housing and one additional story in return for an increased public art contribution, for a total of 12 stories. The proposed building is to be seven stories but the developers are not interested in providing workforce housing or building to LEED standards.

In 2023 City Council approved a building height incentive program that would allow additional height without adhering to the workforce housing requirements for certain properties in a specified area within the T5 and T6 zoning districts located west of 1st Street East and east of 15th Street West and properties north of 7th Avenue West and south of Manatee Avenue West and, between Wares Creek and 15th Street West. This area includes the subject property.

The height incentive program allows for the two-story workforce housing bonus without providing workforce housing or contributing to the Workforce Housing Trust Fund. The additional two-story height allowance, in addition to the five stories allowed by right, would provide the seven stories requested by the applicant.

The building height incentive program requires City Council approval before December 31, 2028, and commencement of development prior to December 31, 2033.

Pursuant to Ordinance 4017, City Council approval of the height incentive is to be based on the criteria under Section 10.1.6.b of the Form Based Code which includes the following:

i. Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and

ii. Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

iii. Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.

Comprehensive Plan

Urban Core Future Land Use Classification

The subject property is located in the Urban Core future land use designation. The Comprehensive Plan describes the Urban Core classification as:

> *"The Urban Core is located within the City of Bradenton's Urban Central Business District and provides the hub for economic development and civic uses. Permitted Uses include: offices, personal and professional services, commercial, retail, public and semi-public facilities, educational, institutional, restaurants, parks, recreation, and entertainment venues, and medium to high density residential. To foster the City's redevelopment efforts and enhancement of this mixed use center, densities and intensities are increased within the Urban Core from those allowed within the UCBD category."*

City Council approved a Comprehensive Plan Amendment changing the future land use designation from Urban Central Business District to Urban Core. The Urban Core designation allows for an increase in density. The project was approved for up to 94 dwelling units per acre for a total of 345 units. The project depicted in the prior approvals showed a building height of seven stories, consistent with this request.

ANALYSIS

Under Ordinance 4017, the building height incentive program requires compliance with the following criteria:

i. *Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and*

The proposed project will consist of seven stories on the south west corner of Manatee Avenue West and 15th Street West. Were the project to meet the allowable incentives for workforce housing and LEED certification, the building would be allowed to be 12 stories in height.

ii. *Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and*

The project is to be located across the street from an existing office building and related parking garage that is 11 stories in height. The project is located to the north of, and across the street from, an existing residential building that is 13 stories in height and is setback from the 6th Avenue West by approximately 100 feet. The property to the north, across Manatee Avenue West, is a parking area for the adjacent church. To the west is Wares Creek, which measures approximately 300 feet in width and beyond that is Virginia Drive, the Woman's Club and single family homes.

The proposed project will be lower in height than the two closest existing buildings and be separated from other properties with a waterway and major roadway.

iii. *Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.*

The Form Based Code was specifically amended to allow for additional height to promote redevelopment with market rate housing. The Code encourages pedestrian connectivity and mixed use development, which this project will promote with grade level commercial development and public access to the waterway, which is a significant and unique feature for this site. The building height requested is not excessive and will provide views along the Creek towards the river. The project will add value through redevelopment and integration into the community that is publicly accessible.

CONCLUSION

Staff finds that the proposed seven stories of height for the proposed project will be consistent with the required criteria for the height incentive subject to the design and plans submitted with the proposal.

If approved by City Council, the project will be required to commence development by December 31, 2033.

Respectfully submitted,



Robin D. Singer

Planning and Community Development Director

EXHIBIT A: Legal Description and Survey
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map
EXHIBIT D: Zoning Map
EXHIBIT E: Building Elevations

EXHIBIT A

OLD CITY HALL (COMBINED)

PARCEL 1:

LOTS 1 THROUGH 17. PROSPECT ADDITION. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5. PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS THE PORTIONS THEREOF CONVEYED TO THE STATE OF FLORIDA AS DESCRIBED IN DEED BOOK 382. PAGE 63 AND IN OFFICIAL RECORD BOOK 737, PAGE 796, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

BEGIN AT THE SW CORNER OF MANATEE AND PROSPECT AVENUE (NOW MANATEE AVENUE AND 15TH STREET) IN THE CITY OF BRADENTON, FLORIDA, RUNNING THENCE SOUTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET) 127 2/3 FEET FOR A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST SIDE OF SAID PROSPECT AVENUE (15TH STREET) 65 FEET; THENCE WEST PARALLEL WITH MANATEE AVENUE TO WARES CREEK; THENCE NORTH ALONG WARES CREEK TO A POINT DUE WEST THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING. LYING AND BEING IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BEGINNING AT A POINT ON THE WEST SIDE OF PROSPECT AVENUE (15TH STREET WEST) IN THE CITY OF BRADENTON, FLORIDA, 264 FEET SOUTH FROM THE SOUTHWEST CORNER OF PROSPECT AVENUE AND MANATEE AVENUE. THE SAME BEING THE NORTHEAST CORNER OF LOT OWNED BY MRS. SARAH O. WEBBER; THENCE RUN NORTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET), THE DISTANCE OF 71 AND 1/3 FEET; THENCE WEST ON A LINE PARALLEL WITH THE CENTER LINE OF MANATEE AVENUE TO THE BANK OF WARE'S CREEK; THENCE SOUTH ALONG THE MARGIN OF SAID CREEK TO THE NORTHWEST CORNER OF MRS. SARAH O. WEBBER'S LOT; THENCE EAST TO POINT OF BEGINNING. IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BLOCK "A' OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1. PAGES 73 AND 103, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE SE CORNER OF BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE DUE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", A DISTANCE OF 349.35 FEET FOR A POINT OF BEGINNING; THENCE NORTH 100 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE WEST TO THE PRESENT SEAWALL; THENCE SOUTHERLY ALONG SAID SEAWALL TO A POINT THAT INTERSECTS WITH THE SOUTH BOUNDARY LINE OF SAID BLOCK “A” EXTENDED WEST; THENCE EAST APPROXIMATELY 150 FEET TO POINT OF BEGINNING; TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING.

THE WEST 1/2 OF THE FOLLOWING DESCRIBED LAND, TO WIT:

BEGIN AT THE SE CORNER OF BLOCK “A” OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", 255 FEET FOR POINT OF BEGINNING; THENCE NORTH 100 FEET TO NORTH LINE OF SAID BLOCK "A”; THENCE WEST 94.35 FEET; THENCE SOUTH 100 FEET; THENCE EAST 94.35 FEET TO THE POINT OF BEGINNING.

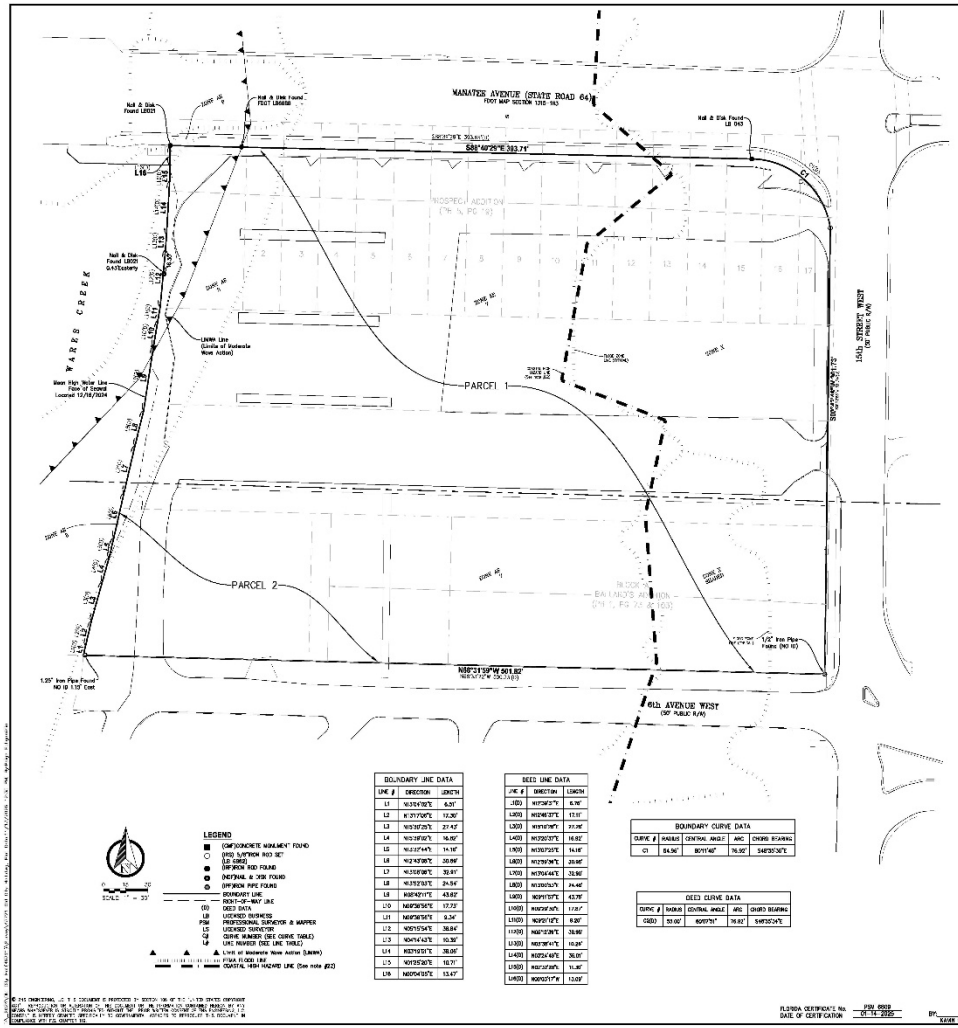
ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK “A" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "BALLARD'S ADDITION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 103; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK "A", N 88°33'22" W, A DISTANCE OF 500.73 FEET TO THE MEAN HIGH WATER LINE OF WARE'S CREEK; SAID MEAN HIGH WATER LINE LYING ON THE FACE OF AN EXISTING SEAWALL: THENCE ALONG THE FACE OF THE SEAWALL AND MEAN HIGH WATER LINE. THE FOLLOWING FIFTEEN COURSES AND DISTANCES:

1.	N 12°39'31" E	6.76'	9.	N 09°11'57" E	43.76'
2.	N 12°46'37" E	17.11'	10.	N 09°29'30" E	17.87'
3.	N 15°10'26" E	27.26'	11.	N 09°21'12" E	9.20'
4.	N 13°20'37" E	16.92'	12.	N 05°12'39" E	38.95'
5.	N 13°07'25" E	14.16'	13.	N 03°38'41" E	10.26'
6.	N 12°59'36" E	30.96'	14.	N 03°24'49" E	36.01'
7.	N 13°04'44" E	32.90'	15.	N 02°32'28" E	11.30'

8. N 13°00'53" E 24.46'

THENCE N 00°03'17" W, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 64 (MANATEE AVENUE): THENCE ALONG SAID RIGHT-OF-WAY LINE. S88'39'29' E. A DISTANCE OF 393.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°07'56". A DISTANCE OF 76.92 FEET TO A POINT OF NON-TANGENCY; SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE. S 00°42'58" W. A DISTANCE OF 301.74 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3.70 ACRES MORE OR LESS.



BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N 03°41'55" E	6.51'
L2	N 21°21'08" E	11.26'
L3	N 13°35'25" E	27.42'
L4	N 13°31'50" E	14.55'
L5	N 41°27'44" E	14.16'
L6	N 42°43'58" E	20.69'
L7	N 25°58'38" E	32.91'
L8	N 31°52'57" E	24.54'
L9	N 88°42'11" E	43.62'
L10	N 89°38'54" E	17.73'
L11	N 89°38'54" E	9.34'
L12	N 05°15'54" E	36.84'
L13	N 04°14'43" E	10.32'
L14	N 82°19'01" E	38.09'
L15	N 01°25'20" E	10.71'
L16	N 89°04'35" E	13.47'

DEED LINE DATA		
LINE #	DIRECTION	LENGTH
(L62)	N 11°36'57" E	6.76'
L(63)	N 12°46'27" E	13.51'
L(64)	N 11°41'08" E	27.39'
L(65)	N 13°20'23" E	16.82'
L(66)	N 13°20'23" E	14.16'
L(67)	N 17°00'44" E	21.92'
L(68)	N 13°20'23" E	24.46'
L(69)	N 09°17'37" E	43.79'
L(70)	N 89°39'39" E	17.81'
L(71)	N 89°51'18" E	9.25'
L(72)	N 89°12'08" E	36.82'
L(73)	N 82°39'41" E	10.25'
L(74)	N 82°24'47" E	38.25'
L(75)	N 82°24'39" E	11.36'
L(76)	N 89°02'17" E	13.09'

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	84.56'	80°11'40"	76.92'	S48°35'35"E

DEED CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C(D)	53.00'	82°07'51"	76.92'	S48°35'24"E

DESCRIPTION: (ORB 2310, PG 6264)

PARCEL 1:

LOTS 1 THROUGH 17, PROSPECT ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 15, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS THE PORTIONS THEREOF CONVEYED TO THE STATE OF FLORIDA AS DESCRIBED IN DEED BOOK 382, PAGE 53 AND IN OFFICIAL RECORD BOOK 727, PAGE 769, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

BEGIN AT THE SW CORNER OF MANATEE AND PROSPECT AVENUE (NOW MANATEE AVENUE AND 15TH STREET) IN THE CITY OF BRADENTON, FLORIDA, RUNNING THENCE SOUTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET) 27 1/3 FEET FOR A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST SIDE OF SAID PROSPECT AVENUE (15TH STREET) 80 FEET; THENCE WEST PARALLEL WITH MANATEE AVENUE TO WARDS CREEK; THENCE NORTH ALONG WARDS CREEK TO A POINT DUE WEST THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING. LYING AND BEING IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BEGINNING AT A POINT ON THE WEST SIDE OF PROSPECT AVENUE (15TH STREET WEST) IN THE CITY OF BRADENTON, FLORIDA, 264 FEET SOUTH FROM THE SOUTHWEST CORNER OF PROSPECT AVENUE AND MANATEE AVENUE, THE SAME BEING THE NORTHEAST CORNER OF LOT OWNED BY MRS. SARAH C. WEBBER; THENCE RUN NORTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET), THE DISTANCE OF 71 AND 1/3 FEET; THENCE WEST ON A LINE PARALLEL WITH THE CENTER LINE OF MANATEE AVENUE TO THE BANK OF WARD'S CREEK; THENCE SOUTH ALONG THE MARGIN OF SAID CREEK TO THE NORTHWEST CORNER OF MRS. SARAH C. WEBBER'S LOT; THENCE EAST TO POINT OF BEGINNING. IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 23 AND 103, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE SE CORNER OF BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE DUE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", A DISTANCE OF 348.35 FEET FOR A POINT OF BEGINNING; THENCE NORTH 100 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE WEST TO THE PRESENT SEAWALL; THENCE SOUTHERLY ALONG SAID SEAWALL TO A POINT THAT INTERSECTS WITH THE SOUTH BOUNDARY LINE OF SAID BLOCK "A" EXTENDED WEST; THENCE EAST APPROXIMATELY 150 FEET TO POINT OF BEGINNING; TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING.

THE WEST 1/2 OF THE FOLLOWING DESCRIBED LAND, TO WIT:

BEGIN AT THE SE CORNER OF BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", 355 FEET FOR POINT OF BEGINNING; THENCE NORTH 100 FEET TO NORTH LINE OF SAID BLOCK "A"; THENCE WEST 94.36 FEET; THENCE SOUTH 108 FEET; THENCE EAST 94.29 FEET TO THE POINT OF BEGINNING.

ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK "A" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "BALLARD'S ADDITION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 103; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK "A", N 89°38'57" W, A DISTANCE OF 108.73 FEET TO THE MEAN HIGH WATER LINE OF WARD'S CREEK, SAID MEAN HIGH WATER LINE LYING ON THE FACE OF AN EXISTING SEAWALL; THENCE ALONG THE FACE OF THE SEAWALL AND MEAN HIGH WATER LINE, THE FOLLOWING FIFTEEN COURSES AND DISTANCES:

1.	N 12°26'31" E 6.76'	8.	N 09°11'07" E 43.76'
2.	N 12°46'27" E 17.51'	9.	N 09°39'39" E 17.81'
3.	N 15°10'08" E 27.39'	11.	N 09°51'18" E 9.25'
4.	N 13°20'24" E 16.82'	12.	N 09°12'08" E 36.81'
5.	N 13°20'23" E 14.16'	13.	N 82°39'41" E 10.25'
6.	N 12°33'36" E 20.96'	14.	N 82°24'47" E 38.01'
7.	N 17°04'44" E 21.92'	15.	N 82°24'39" E 11.30'
8.	N 13°20'24" E 24.46'		

THENCE N 09°17'37" W, A DISTANCE OF 11.08 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 64 (MANATEE AVENUE); THENCE ALONG SAID RIGHT-OF-WAY LINE, S89°26'28" E A DISTANCE OF 353.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°07'50", A DISTANCE OF 76.92 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE, S 00°42'29" W, A DISTANCE OF 301.74 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 3.70 ACRES MORE OR LESS.

NOTES:

1. This survey is a graphic depiction of the current boundary and visible improvements in accordance with the legal description shown hereon and may not reflect ownership.
2. Bearings shown hereon are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment, deriving a bearing of S88°40'29"E for the South right-of-way of Manatee Avenue, and are field measured unless otherwise noted.
3. Elevations shown hereon are relative to the North American Vertical Datum of 1988 (NAVD88) and are based on benchmark CGS 1085, having a published, adjusted elevation of 10.14 feet (NAVD 88).
4. Elevations shown hereon should be considered approximate, elevations are predicted to be within plus or minus 0.2 feet and have NOT been established in accordance with 5J-17.051 Standards of Practice.
5. This survey shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon. Underground utilities shown are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate exclusivity.
6. This property lies in Flood Zones "X", "X SHADED" and "AE" of the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 12081C0320F which bears an effective date of 8/10/2021. As shown on the FEMA Website (http://msc.fema.gov)
7. This survey was prepared without the benefit of a title search. No instruments of record reflecting ownership, easements or rights of way were furnished to the undersigned, unless otherwise shown hereon.
8. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The ZNS Engineering or undersigned has not performed an independent search for additional records and makes no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.
9. This survey does not certify or warranty title, zoning, easements, or freedom of encumbrances.
10. Some features may be exaggerated for clarity, dimensions shown supersede scaled dimensions.
11. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
12. This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to this type of Survey.
13. Ownership of fences shown hereon if any has not been determined as a part of this survey.
14. Portions of this survey were undertaken using GPS surveying techniques in real time kinematic (RTK) mode with corrections provided by the Florida Permanent Reference Network. Redundancy was achieved by multiple occupations of points using varying satellite configurations.
15. There may be portions of this property which may be termed jurisdictional wetlands by various government agencies. These possible jurisdictional areas have not been dealt with as part of this survey.
16. This survey has been exclusively prepared for the named entities shown hereon and is not transferable. No other person or entity is entitled to rely upon and/or re-use this survey for any purpose without the expressed, written consent of ZNS Engineering, and the undersigned Professional Surveyor and Mapper.
17. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of ZNS Engineering and the undersigned Professional Surveyor and Mapper.
18. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
19. This survey represents the conditions & improvements as of the last date of the field survey only, and not the signature date (if any).
20. Gross land area is 161,254 square feet or 3.70 acres more or less.
21. This sketch if printed is not valid without the original signature and raised seal of a licensed Florida Professional Surveyor and Mapper, an electronic copy must have a verified independent authentication seal affixed as set forth in FS 5J-17.062(3).
22. "Coastal high hazardous line" shown here on was digitized from City of Bradenton show file.

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FLORIDA CERTIFICATE No. PSM 6969
DATE OF CERTIFICATION 01-14-2025

BY: _____
KAMIE C. WILMOTT, P.S.M.

REVISION	BY	DATE

BOUNDARY & TOPOGRAPHIC SURVEY
OF
A PARCEL OF LAND
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

DRAWN BY: DML FIELD BY: BURKE JOB NO.: 14237 FIELD DATE: 12-16-2024 SCALE: 1"=30' SHEET 01 OF 03

EXHIBIT B

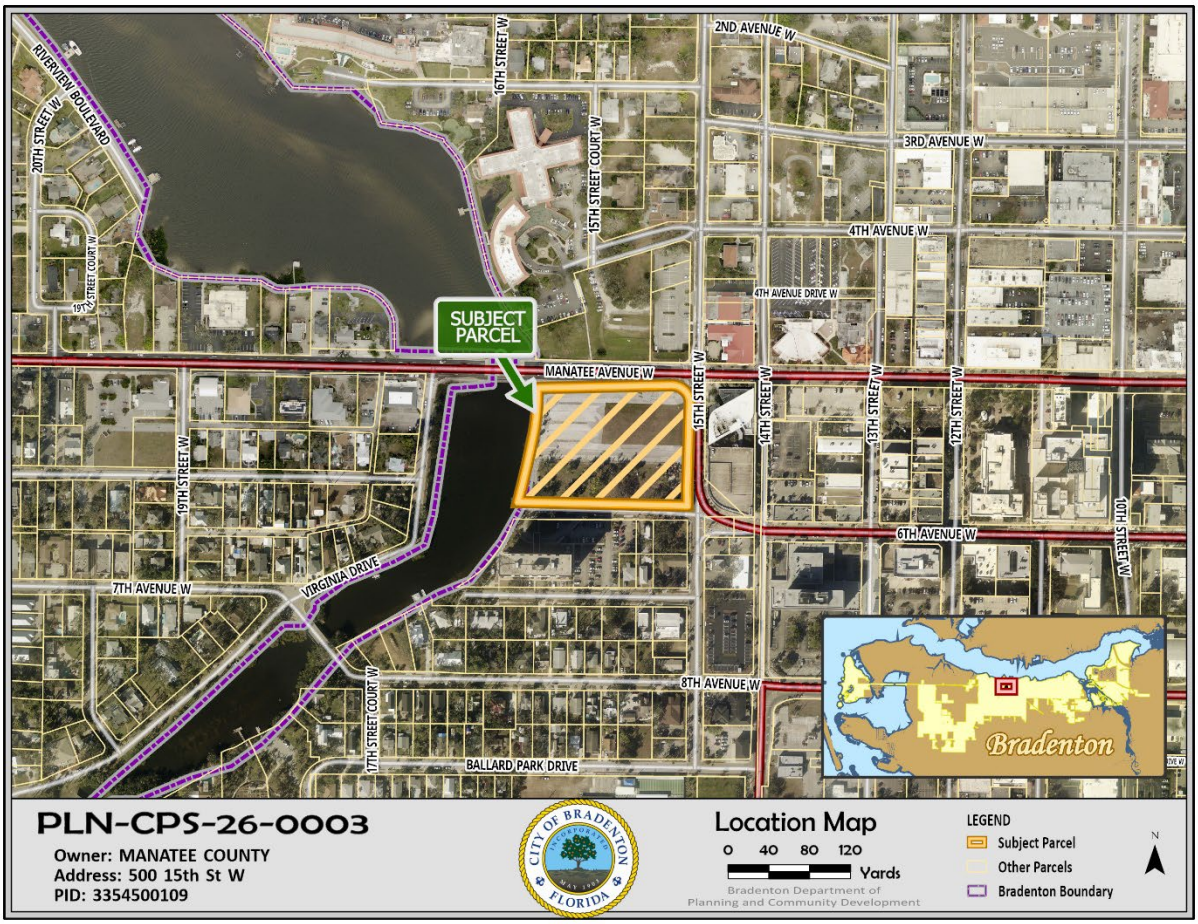

SUBJECT PARCEL
MANATEE AVENUE W
2ND AVENUE W
3RD AVENUE W
4TH AVENUE W
4TH AVENUE DRIVE W
6TH AVENUE W
7TH AVENUE W
8TH AVENUE W
BALLARD PARK DRIVE
VIRGINIA DRIVE
RIVERVIEW BOULEVARD
20TH STREET W
19TH STREET COURT W
19TH STREET W
17TH STREET COURT W
16TH STREET W
15TH STREET COURT W
15TH STREET W
14TH STREET W
13TH STREET W
12TH STREET W
10TH STREET W
Bradenton
PLN-CPS-26-0003
Owner: MANATEE COUNTY
Address: 500 15th St W
PID: 3354500109
CITY OF BRADENTON FLORIDA
Location Map
0 40 80 120
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

EXHIBIT C

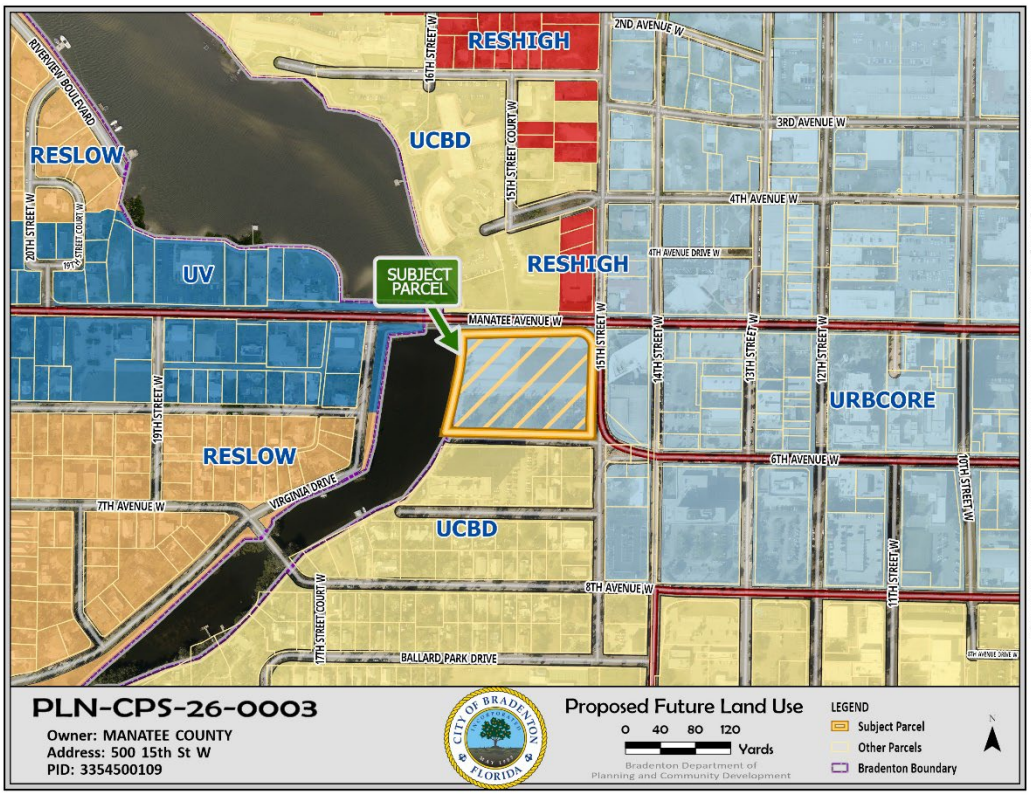

RESHIGH
2ND AVENUE W
6TH STREET W
RIVERVIEW BOULEVARD
UCBD
15TH STREET COURT W
3RD AVENUE W
RESLOW
4TH AVENUE W
20TH STREET W
19TH STREET COURT W
UV
SUBJECT PARCEL
RESHIGH
4TH AVENUE DRIVE W
MANATEE AVENUE W
15TH STREET W
14TH STREET W
13TH STREET W
12TH STREET W
URBCORE
19TH STREET W
RESLOW
6TH AVENUE W
10TH STREET W
VIRGINIA DRIVE
7TH AVENUE W
UCBD
11TH STREET W
8TH AVENUE W
17TH STREET COURT W
BALLARD PARK DRIVE
PLN-CPS-26-0003
Owner: MANATEE COUNTY
Address: 500 15th St W
PID: 3354500109
CITY OF BRADENTON FLORIDA
Proposed Future Land Use
0 40 80 120
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

EXHIBIT D

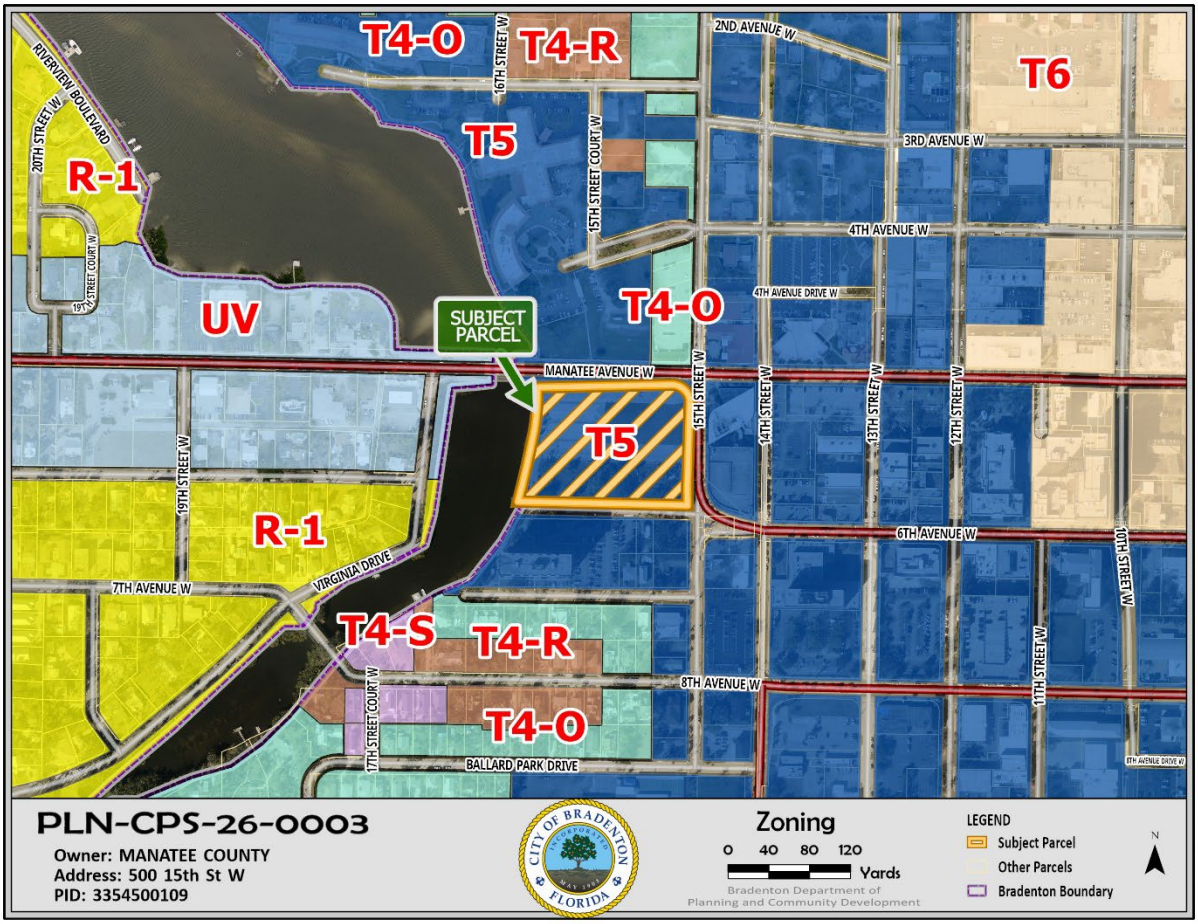
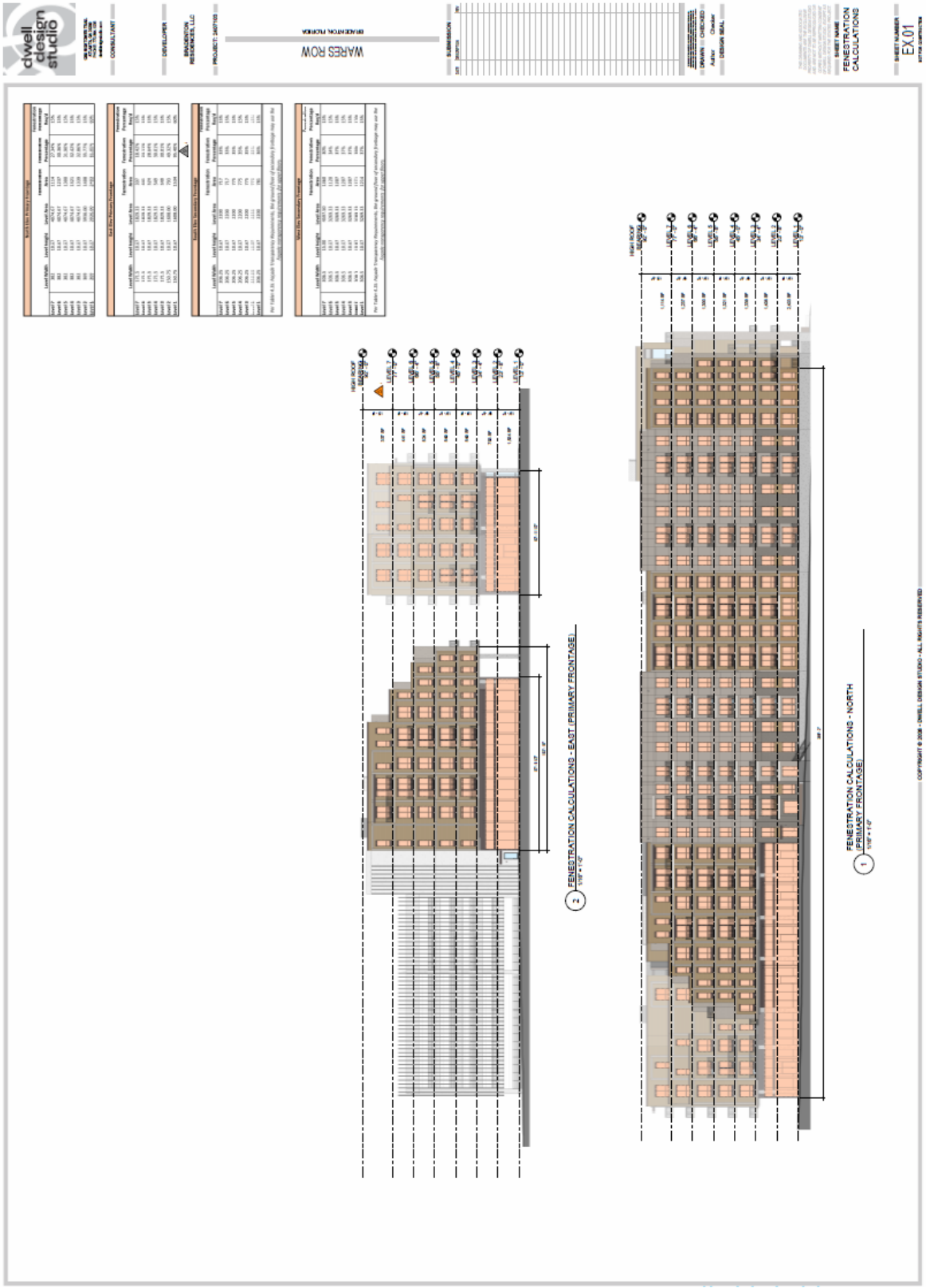

T4-O
T4-R
T6
T5
R-1
UV
SUBJECT PARCEL
T4-O
T5
R-1
T4-S
T4-R
T4-O
2ND AVENUE W
3RD AVENUE W
4TH AVENUE W
4TH AVENUE DRIVE W
MANATEE AVENUE W
6TH AVENUE W
7TH AVENUE W
8TH AVENUE W
BALLARD PARK DRIVE
VIRGINIA DRIVE
RIVERVIEW BOULEVARD
20TH STREET W
19TH STREET COURT W
19TH STREET W
16TH STREET W
15TH STREET COURT W
15TH STREET W
14TH STREET W
13TH STREET W
12TH STREET W
11TH STREET W
10TH STREET W
17TH STREET COURT W
PLN-CPS-26-0003
Owner: MANATEE COUNTY
Address: 500 15th St W
PID: 3354500109
CITY OF BRADENTON
FLORIDA
Zoning
0 40 80 120
Yards
Bradenton Department of
Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

EXHIBIT E


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CONSULTANT
DEVELOPER
BRADDOCK RESIDENTIAL LLC
PROJECT: 3407105
WARES ROW
BRADDOCK, FLORIDA
SUBMISSION
DRAWN
CHECKED
Author
Checker
DESIGN SEAL
SHEET NAME
FENESTRATION CALCULATIONS
SHEET NUMBER
EX.01
FENESTRATION CALCULATIONS - EAST (PRIMARY FRONTAGE)
FENESTRATION CALCULATIONS - NORTH (PRIMARY FRONTAGE)
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North Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	381	10.67	4074.67	1114	27.34%	15%
Level 6	381	10.67	4074.67	1257	30.86%	15%
Level 5	381	10.67	4074.67	1288	31.98%	15%
Level 4	381	10.67	4074.67	1321	32.42%	15%
Level 3	381	10.67	4074.67	1328	32.86%	15%
Level 2	369	10.67	3936.00	1408	35.77%	15%
Level 1	369	10.67	3936.00	2402	61.01%	60%

East Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	171.5	10.67	1829.33	337	18.42%	15%
Level 6	171.5	10.67	1829.33	441	24.11%	15%
Level 5	171.5	10.67	1829.33	529	28.94%	15%
Level 4	171.5	10.67	1829.33	569	31.11%	15%
Level 3	171.5	10.67	1829.33	568	31.11%	15%
Level 2	150.75	10.67	1608.00	793	49.32%	15%
Level 1	150.75	10.67	1608.00	1534	95.40%	60%

South Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.25	10.67	3300	717	33%	15%
Level 6	306.25	10.67	3300	717	33%	15%
Level 5	306.25	10.67	3300	775	35%	15%
Level 4	306.25	10.67	3300	775	35%	15%
Level 3	306.25	10.67	3300	775	35%	15%
Level 2	113.63	10.67	1224	775	63%	15%
Level 1	306.25	10.67	3300	781	36%	15%

Per Table 4.3: façade transparency requirements, the ground floor of secondary frontage may use the façade transparency requirements for upper floors.

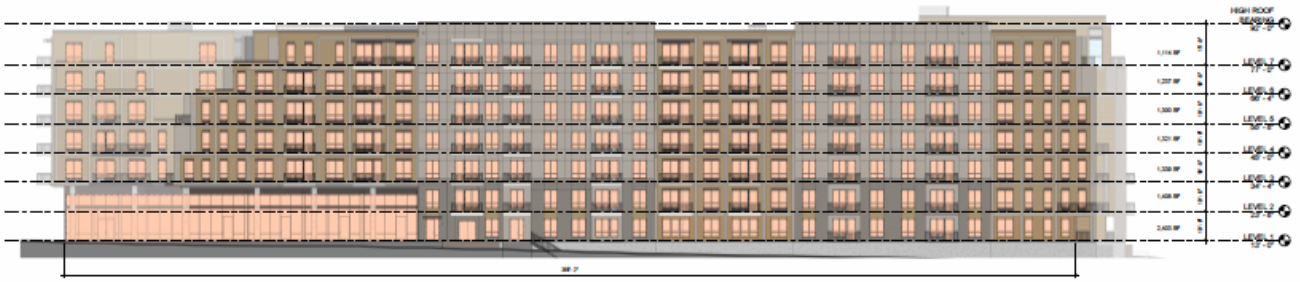
West Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.5	10.66	3267.30	1068	33%	15%
Level 6	306.5	10.67	3269.33	1128	34%	15%
Level 5	306.5	10.67	3269.33	1287	39%	15%
Level 4	306.5	10.67	3269.33	1287	39%	15%
Level 3	306.5	10.67	3269.33	1287	39%	15%
Level 2	306.5	10.67	3269.33	1171	36%	15%
Level 1	306.5	10.67	3269.33	1214	37%	15%

Per Table 4.3: façade transparency requirements, the ground floor of secondary frontage may use the façade transparency requirements for upper floors.



2 FENESTRATION CALCULATIONS - EAST (PRIMARY FRONTAGE)
1/16" = 1'-0"



1 FENESTRATION CALCULATIONS - NORTH (PRIMARY FRONTAGE)
1/16" = 1'-0"

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dwell design studio

CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407103

WARES ROW
BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	REV

DRAWN: Author CHECKED: Checker

DESIGN SEAL

SHEET NAME
FENESTRATION CALCULATIONS

SHEET NUMBER
EX.01
NOT FOR CONSTRUCTION

Ware's Row
Height Increase Request
August 2026
Revised October 2026

Prepared by:

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

List of Included Items

Letter of Request 3
Ordinance Narrative Analysis 4
Preliminary Draft Conceptual Plan 9
Preliminary Draft Elevations 11

October 19, 2026

Robin Singer, Director
Department of Planning and Community Development
101 Old Main Street
Bradenton, FL 34205

Re: ***Letter of Request***
Ware's Row – Height Increase Request
PID# 3354500109

Dear Ms. Singer:

On behalf of Amres Investments LLC, and pursuant to the City of Bradenton's Height Incentive Program, City Ordinance 4017, we respectfully request review of the enclosed Height Increase Request for property located at 500 15th Street W, Bradenton, FL 34205. Included with this Application are the following documents:

A. Ordinance Narrative Analysis
B. Preliminary Draft Conceptual Plan
C. Preliminary Draft Elevations

Thank you for your review of this Application and your assistance processing said Application. Please do not hesitate to contact me should you need any additional information during your review.

Sincerely,



K. Paige Estigarribia, AICP
Director of Planning | Assistant Vice President

Ordinance Narrative Analysis

Ware's Row

HEIGHT INCENTIVE PROGRAM
HEIGHT INCREASE NARRATIVE ANALYSIS
PER ORDINANCE 4017

PREPARED BY
ZNS ENGINEERING

August 2026
Revised October 2026

INTRODUCTION

Pursuant to the City of Bradenton's Height Incentive Program, City Ordinance 4017, the Applicant is requesting an increase in the height allowance for the development of property located at 500 15th Street W in Bradenton, Florida. The PID number is 3354500109 (the "Property").

Exclusive of the Building Height Incentive Program, within the City of Bradenton's Form Based Code T5 Transect Zone, up to 5 stories are permitted by right.

The proposed building is 7 stories. The City of Bradenton's Height Incentive Program, Ordinance 4017, allows for a Building Height Incentive within the T5 and T6 Transect Zones in the City of Bradenton's Form Based Code area, applying to properties located west of 1st Street East and east of 15th Street West. The Property falls within this geographic area.

Using the City's Building Height Incentive Program, 2 additional stories is an allowed height increase on the Property. A narrative analysis of Ordinance 4017 is outlined below.

APPLICABLE SECTIONS OF ORDINANCE 4017

Section 1.12.1 The Building Height Incentive is "limited to properties zoned T5 or T6 and located within the following geographic area:

a. Properties west of 1st Street East and east of 15th Street West; and
b. Properties north of 7th Avenue West and south of Manatee Avenue West, between Wares Creek and 15th Street West.

ANALYSIS:
Ordinance 4017 allows for a Temporary Building Height Incentive within the T5 and T6 Transect Zones in the City of Bradenton's Form Based Code area, applying to properties located west of 1st Street East and east of 15th Street West. The Property falls within this geographic area and is located in the T5 Transect zone.

Section 1.12.2 City Council may grant approval of the following under this program "subject to the approval criteria under Section 1.10.6 of the form based code:

a. T5 and T6 properties in the described area may be granted the workforce housing height bonus in Table 4.4 without providing workforce housing or payment into the Workforce Housing Trust Fund.

ANALYSIS:

Table 4.4 of the City's Form Based Code allows T5 zoned properties to request an additional 2 stories if 25% of the units are dedicated as Workforce Housing Units. Per this Ordinance, the Applicant can request the 2-story height bonus without providing workforce housing or without paying into the Workforce Housing Trust Fund. The Applicant is requesting an additional 2-stories without providing Workforce Housing and without paying into the Workforce Housing Trust Fund.

Section 1.10.6.b. of the Form Based Code provides as follows:
Other "Non-Government" Uses. Adjustment requests for uses that are not uniquely governmental such as apartments/condominiums, hotels/motels, retail/service shops, or office buildings (regardless of ownership) will be approved with changes, or approved with conditions if the PCD Director or applicable review body finds that the applicant has shown that approval criteria "i" through "iii" have been met. Adjustment requests will be denied if the applicant has not demonstrated to the satisfaction of the PCD Director or applicable review body that the criteria have been met.

i. Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards; and
ii. Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and
iii. Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.

ANALYSIS:

This proposal for two additional stories, totaling 7-stories, will promote the same general level of land use compatibility as the otherwise applicable standards, because the proposed building height is comparable to adjacent and nearby building heights. Westminster Point Pleasant is located north and across Manatee Avenue W, and is a multi-story building. DeSoto Towers is a ten-story building located directly south of the site, across 6th Avenue W. The Bradenton Financial Center is a ten-story high-rise located across 15th Street and directly east. The proposed 7-story height at Ware's Row is compatible in height with existing nearby structures in the City center area.

Granting the adjustment will also not materially affect adjacent land uses and the physical character of those uses, because the physical character of adjacent building are either similar in height, or taller in height, than the proposed 7-story height.

Granting this adjustment will also be generally consistent with the purpose and intent of the Form-Based Code and existing LUR's, because this height is already an option with height bonus requirements for the T5 zoning district in Table 4.4 of the Code. However the location of the project

offers the opportunity for the allowable height bonus per Ordinance 4017, without the bonus requirements in Form-Based Code, Table 4.4.

b. T5 properties in the described area may be granted the same building height bonuses as allowed in the T6 zone under Table 4.4 subject to the same restrictions regarding public art and LEED or green building certification and the same building configuration requirements as shown in Table 4.5. As provided in Section 1.12.2.a, T5 properties may be granted the workforce housing height bonus without providing workforce housing or payment into the Workforce Housing Trust Fund;

ANALYSIS:
Pursuant to Ordinance 4017, the Properties are allowed to request the same building height bonuses as T6 properties subject to the same restrictions regarding public art and LEED or green building. However the Applicant is not requesting any additional stories above the 2 additional stories described above.

d. In both the T5 and T6 zones in the described area, garage levels above the ground floor will not be counted as stories provided that not more than 25% of the floor area of those levels are dedicated to nonvehicular uses and that at least 60% of the ground floor area is dedicated to useable retail or office space.

ANALYSIS:
This provision doesn't apply for this application.

In sum, per the City's Height Incentive Program, the 2-story bonus provision in Section 1.12.2 of the Ordinance can be applied to the Property to achieve 7 stories:

Preliminary Draft Elevations

North Elev Primary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	382	10.67	4074.67	1114	27.34%	15%
Level 6	382	10.67	4074.67	1237	30.36%	15%
Level 5	382	10.67	4074.67	1300	31.90%	15%
Level 4	382	10.67	4074.67	1321	32.42%	15%
Level 3	382	10.67	4074.67	1339	32.86%	15%
Level 2	369	10.67	3936.00	1408	35.77%	15%
Level 1	369	10.67	3936.00	2403	61.05%	60%

East Elev Primary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	171.5	10.67	1829.33	337	18.42%	15%
Level 6	171.5	10.67	1829.33	441	24.11%	15%
Level 5	171.5	10.67	1829.33	524	28.64%	15%
Level 4	171.5	10.67	1829.33	549	30.01%	15%
Level 3	171.5	10.67	1829.33	549	30.01%	15%
Level 2	150.75	10.67	1608.00	793	49.32%	15%
Level 1	150.75	10.67	1608.00	1534	95.40%	60%

South Elev Secondary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	206.25	10.67	2200	717	33%	15%
Level 6	206.25	10.67	2200	717	33%	15%
Level 5	206.25	10.67	2200	775	35%	15%
Level 4	206.25	10.67	2200	775	35%	15%
Level 3	206.25	10.67	2200	775	35%	15%
Level 2	206.25	10.67	2200	775	35%	15%
Level 1	206.25	10.67	2200	781	36%	15%

Per Table 4.15: Façade Transparency Requirements, the ground floor of secondary frontage may use the Façade transparency requirements for upper floors.

West Elev Secondary Frontage						
	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.5	15.00	4597.50	1360	30%	15%
Level 6	306.5	10.67	3269.33	1120	34%	15%
Level 5	306.5	10.67	3269.33	1207	37%	15%
Level 4	306.5	10.67	3269.33	1207	37%	15%
Level 3	306.5	10.67	3269.33	1207	37%	15%
Level 2	306.5	10.67	3269.33	1271	39%	15%
Level 1	306.5	10.67	3269.33	1214	37%	15%

Per Table 4.15: Façade Transparency Requirements, the ground floor of secondary frontage may use the Façade transparency requirements for upper floors.



2 FENESTRATION CALCULATIONS - EAST (PRIMARY FRONTAGE)
1/16" = 1'-0"



1 FENESTRATION CALCULATIONS - NORTH (PRIMARY FRONTAGE)
1/16" = 1'-0"

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ATLANTA, GA 30350
PHONE: 770.864.1035
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CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407103

WARES ROW
BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	REV

TO THE BEST OF THE ARCHITECT OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS FOR THIS BUILDING COMPLY WITH THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND CHAPTER 633, FLORIDA STATUTES. FSS 471.025 (4)

DRAWN Author CHECKED Checker

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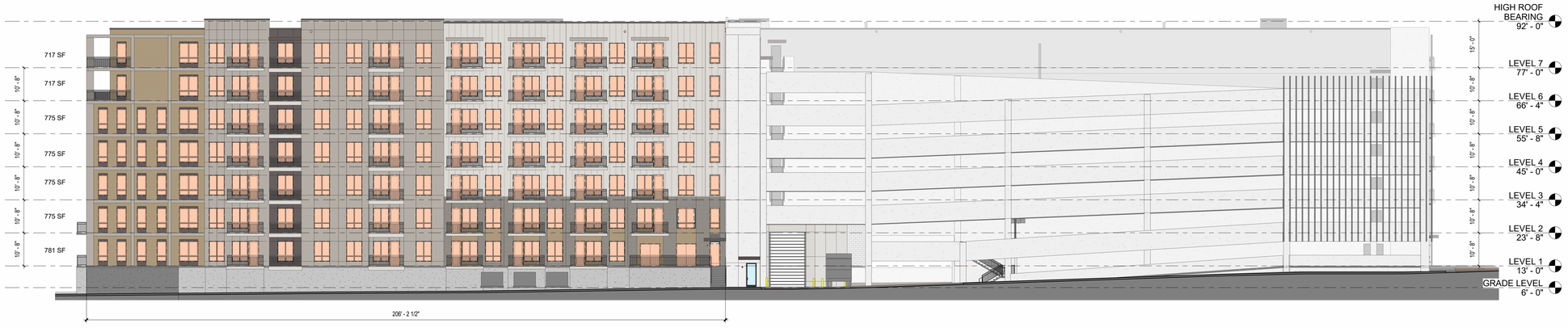
SHEET NAME
FENESTRATION CALCULATIONS

SHEET NUMBER
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FENESTRATION CALCULATIONS WEST
2 (SECONDARY FRONTAGE)
1/16" = 1'-0"



FENESTRATION CALCULATIONS SOUTH
(SECONDARY FRONTAGE)
1 1/16" = 1'-0"

North Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	382	10.67	4074.67	1114	27.34%	15%
Level 6	382	10.67	4074.67	1237	30.36%	15%
Level 5	382	10.67	4074.67	1300	31.90%	15%
Level 4	382	10.67	4074.67	1321	32.42%	15%
Level 3	382	10.67	4074.67	1339	32.86%	15%
Level 2	369	10.67	3936.00	1408	35.77%	15%
Level 1	369	10.67	3936.00	2403	61.05%	60%

East Elev Primary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	171.5	10.67	1829.33	337	18.42%	15%
Level 6	171.5	10.67	1829.33	441	24.11%	15%
Level 5	171.5	10.67	1829.33	524	28.64%	15%
Level 4	171.5	10.67	1829.33	549	30.01%	15%
Level 3	171.5	10.67	1829.33	549	30.01%	15%
Level 2	150.75	10.67	1608.00	793	49.32%	15%
Level 1	150.75	10.67	1608.00	1534	95.40%	60%

South Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	206.25	10.67	2200	717	33%	15%
Level 6	206.25	10.67	2200	717	33%	15%
Level 5	206.25	10.67	2200	775	35%	15%
Level 4	206.25	10.67	2200	775	35%	15%
Level 3	206.25	10.67	2200	775	35%	15%
Level 2	206.25	10.67	2200	775	35%	15%
Level 1	206.25	10.67	2200	781	36%	15%

Per Table 4.15: Façade Transparency Requirements, the ground floor of secondary frontage may use the Façade transparency requirements for upper floors.

West Elev Secondary Frontage

	Level Width	Level Height	Level Area	Fenestration Area	Fenestration Percentage	Fenestration Percentage Req'd
Level 7	306.5	15.00	4597.50	1360	30%	15%
Level 6	306.5	10.67	3269.33	1120	34%	15%
Level 5	306.5	10.67	3269.33	1207	37%	15%
Level 4	306.5	10.67	3269.33	1207	37%	15%
Level 3	306.5	10.67	3269.33	1207	37%	15%
Level 2	306.5	10.67	3269.33	1271	39%	15%
Level 1	306.5	10.67	3269.33	1214	37%	15%

Per Table 4.15: Façade Transparency Requirements, the ground floor of secondary frontage may use the Façade transparency requirements for upper floors.

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CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407103

WARES ROW
BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	REV

10 THE BEST OF THE 4PLHPSTT'S 2YR ENGINEERS HACKNLESSOC, THE PLANS AND SPECIFICATIONS CONTACT WITH THE APPLICABLE WINDBORNE BUILDING CODE AND ASCE 7-16 AND ACCORDANCE WITH THE SECTION 1404.2 APPENDIX E SECTION 2303.2(3), 706.3.1 FBCB.4.1

DRAWN Author CHECKED Checker

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FENESTRATION CALCULATIONS

SHEET NUMBER
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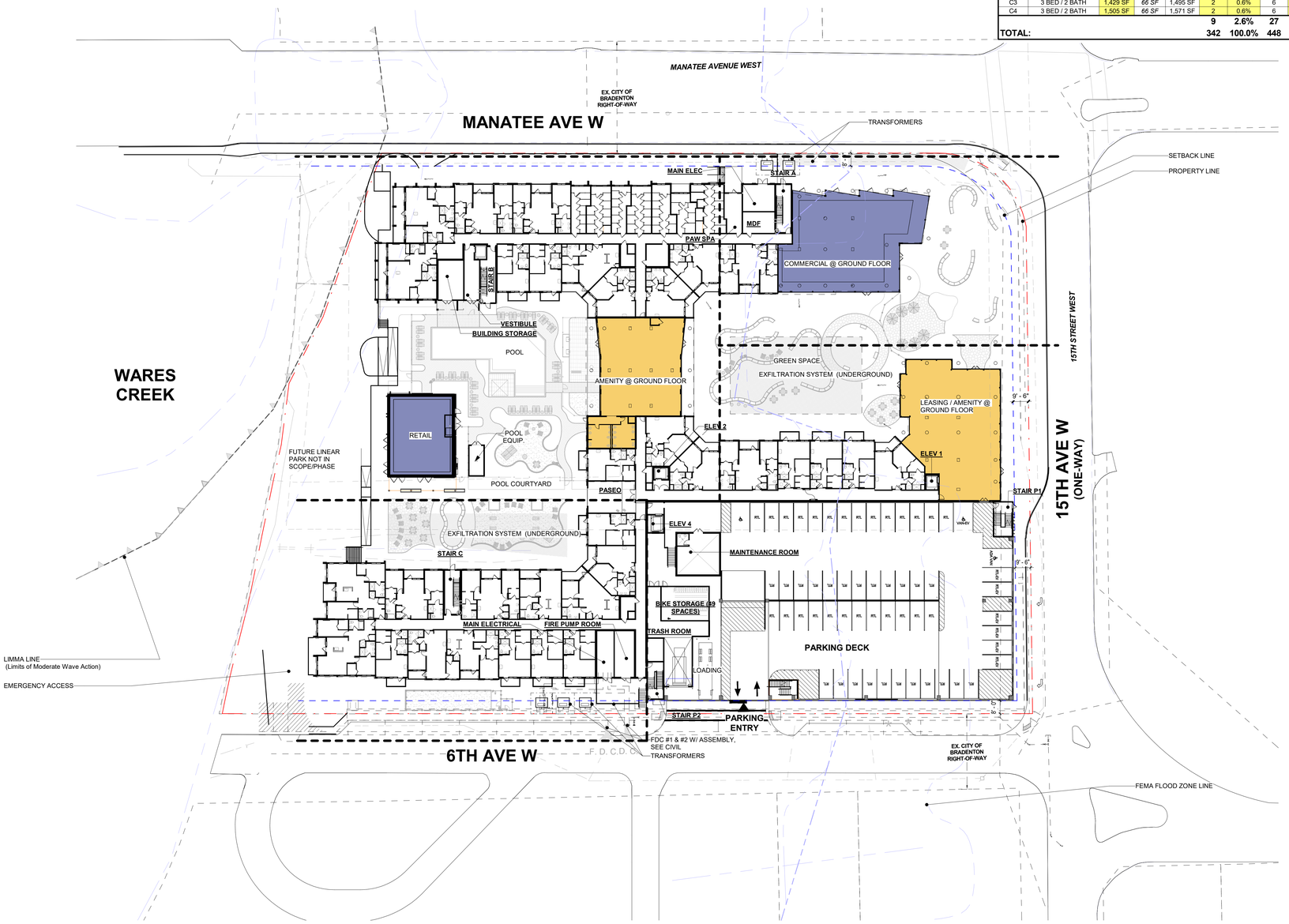
8/13/2026 10:59:24 AM Autodesk Docs://2407103_AMCO_Manatee Ave_FL/2407103_AMCO_Manatee Ave_FL_R26.rvt

Preliminary Draft Conceptual Plan

VEHICULAR PARKING SCHEDULE			
TYPE	WIDTH	LENGTH	QUANTITY
LEVEL 6			
ADA	12' - 0"	18' - 0"	2
STND	9' - 0"	18' - 0"	83
			85
LEVEL 5			
ADA	12' - 0"	18' - 0"	2
STND	9' - 0"	18' - 0"	83
			85
LEVEL 4			
ADA	12' - 0"	18' - 0"	2
STND	9' - 0"	18' - 0"	83
			85
LEVEL 3			
ADA	12' - 0"	18' - 0"	2
STND	9' - 0"	18' - 0"	83
			85
LEVEL 2			
ADA	12' - 0"	18' - 0"	1
ADA-EV	12' - 0"	18' - 0"	1
RES-EV	9' - 0"	18' - 0"	19
STND	9' - 0"	18' - 0"	34
			55
LEVEL 1			
ADA	12' - 0"	18' - 0"	1
ADA VAN	12' - 0"	18' - 0"	1
RTL	9' - 0"	18' - 0"	49
RTL-EV	9' - 0"	18' - 0"	6
STND	9' - 0"	18' - 0"	19
VAN-EV	12' - 0"	18' - 0"	1
			77
TOTAL PARKING:			472

UNIT SCHEDULE

UNIT TYPE	DESCRIPTION	UNIT AREA HEATED	UNIT AREA BALCONY	UNIT AREA GROSS	UNIT COUNT UNITS	UNIT COUNT %	BED COUNT	TOTAL AREA HEATED	TOTAL AREA GROSS
JR 1 BEDROOM UNITS									
A0	1 BED / 1 BATH	597 SF	66 SF	663 SF	93	27.2%	93	55,521 SF	61,659 SF
					93	**27.2%**	**93**	**55,521 SF**	**61,659 SF**
1 BEDROOM UNITS									
A1	1 BED / 1 BATH	735 SF	69 SF	804 SF	12	3.5%	12	8,820 SF	9,648 SF
A2	1 BED / 1 BATH	739 SF	89 SF	828 SF	49	14.3%	49	36,211 SF	40,572 SF
A3	1 BED / 1 BATH	747 SF	66 SF	813 SF	32	9.4%	32	23,904 SF	26,016 SF
A3-EC	1 BED / 1 BATH	747 SF	66 SF	813 SF	4	1.2%	4	2,988 SF	3,252 SF
A3-HC	1 BED / 1 BATH	747 SF	66 SF	813 SF	6	1.8%	6	4,482 SF	4,878 SF
A4	1 BED / 1 BATH	783 SF	66 SF	849 SF	2	0.6%	2	1,566 SF	1,698 SF
A5	1 BED / 1 BATH	980 SF	66 SF	1,046 SF	2	0.6%	2	1,960 SF	2,092 SF
A12	1 BED / 1 BATH	813 SF	89 SF	902 SF	19	5.6%	19	15,447 SF	17,138 SF
					126	**36.8%**	**126**	**95,378 SF**	**105,294 SF**
1 BEDROOM + DEN UNITS									
A11	1 BED / 1 BATH +DEN	788 SF	61 SF	849 SF	13	3.8%	13	10,244 SF	11,037 SF
A13	1 BED / 1 BATH +DEN	821 SF	66 SF	887 SF	13	3.8%	13	10,673 SF	11,531 SF
					26	**7.6%**	**26**	**20,917 SF**	**22,568 SF**
2 BEDROOM UNITS									
B1	2 BED / 2 BATH	1,045 SF	69 SF	1,114 SF	37	10.8%	74	38,665 SF	41,218 SF
B1-EC	2 BED / 2 BATH	1,045 SF	69 SF	1,114 SF	3	0.9%	6	3,135 SF	3,342 SF
B1-HC	2 BED / 2 BATH	1,045 SF	69 SF	1,114 SF	5	1.5%	10	5,225 SF	5,570 SF
B1.1	2 BED / 2 BATH	1,077 SF	74 SF	1,151 SF	10	2.9%	20	10,770 SF	11,510 SF
B2	2 BED / 2 BATH	1,082 SF	66 SF	1,148 SF	8	2.3%	16	8,656 SF	9,184 SF
B3	2 BED / 2 BATH	1,236 SF	66 SF	1,302 SF	2	0.6%	4	2,472 SF	2,604 SF
B4	2 BED / 2 BATH	1,136 SF	66 SF	1,202 SF	2	0.6%	4	2,272 SF	2,404 SF
B11	2 BED / 2 BATH	1,214 SF	61 SF	1,275 SF	21	6.1%	42	25,494 SF	26,775 SF
					88	**25.7%**	**176**	**96,689 SF**	**102,607 SF**
3 BEDROOM UNITS									
C1	3 BED / 2 BATH	1,461 SF	66 SF	1,527 SF	3	0.9%	9	4,383 SF	4,581 SF
C2	3 BED / 2 BATH	1,406 SF	69 SF	1,475 SF	2	0.6%	6	2,812 SF	2,950 SF
C3	3 BED / 2 BATH	1,429 SF	66 SF	1,495 SF	2	0.6%	6	2,858 SF	2,990 SF
C4	3 BED / 2 BATH	1,505 SF	66 SF	1,571 SF	2	0.6%	6	3,010 SF	3,142 SF
					9	**2.6%**	**27**	**13,063 SF**	**13,663 SF**
TOTAL:					**342**	**100.0%**	**448**	**281,568 SF**	**305,791 SF**



1 ARCHITECTURAL SITE PLAN
1" = 30'-0"

0" 8' - 0" 16' - 0" 32' - 0"

SITE DATA

SITE AREA 161,254 SF 3.70 AC

ZONING T5 (URBAN CENTER)

LOT COVERAGE REQUIREMENT Table 4.12 (f): 80% MAX

LOT COVERAGE PROVIDED 54% PROVIDED

SETBACK REGULATIONS

Front Principal (Manatee Ave & 15th St): 0' min to 8' max
Front Secondary (6th Ave): 0' min to 8' max
Side Setback: 0' min to 24' max
Rear Setback (creek): 3' min

*Frontage Buildout: 80% min at setback

MAX BUILDING HEIGHT

PRE-BONUS 2-5 STORIES
WORKFORCE HOUSING BONUS +2 STORIES
(25% BUILDING SF DEDICATED FOR WORKFORCE HOUSING UNITS)

7-STORY RESIDENTIAL MID-RISE

TYPE IB - NFPA 13 SPRINKLER

BUILDING GSF

GROSS BUILDING - RESIDENTIAL		
LEVEL	NAME	AREA
LEVEL 1	LEVEL 1	54991.56 SF
LEVEL 2	LEVEL 2	47921.80 SF
LEVEL 3	LEVEL 3	60066.31 SF
LEVEL 4	LEVEL 4	59747.74 SF
LEVEL 5	LEVEL 5	58902.53 SF
LEVEL 6	LEVEL 6	55812.65 SF
LEVEL 7	LEVEL 7	53705.89 SF
		391148.50 SF

LEVEL 1 AMENITY	7,356 SF
LEVEL 2 AMENITY	3,359 SF
LEVEL 7 AMENITY	1,561 SF
LEASING / AMENITY GSF	**13,536 SF**
COMMERCIAL / RETAIL GSF	**4,681 SF**
STANDALONE RETAIL GSF	**2,000 SF**

PARKING DECK GSF

GROSS BUILDING - PARKING GARAGE		
LEVEL	NAME	AREA
LEVEL 1	PARKING GARAGE - TIER 1	28001.26 SF
LEVEL 2	PARKING GARAGE - TIER 2	22304.48 SF
LEVEL 3	PARKING GARAGE - TIER 3	28001.26 SF
LEVEL 4	PARKING GARAGE - TIER 4	27991.79 SF
LEVEL 5	PARKING GARAGE - TIER 5	27991.79 SF
LEVEL 6	PARKING GARAGE - TIER 6	27991.79 SF
LEVEL 7	PARKING GARAGE - TIER 7	5694.86 SF
		167977.24 SF

AUXILIARY GSF	**6,916 SF**
RESIDENTIAL GSF	**305,791 SF**
NET RENTABLE (HEATED AREA)	**281,568 SF**
UNIT COUNT	**342 UNITS (AVG. 822 SF)**
BED COUNT	**448 BEDS**

MULTI-FAMILY PARKING REQUIRED, T5 FORM BASE

1 SPACE PER UNIT **342 SPACES**

RETAIL PARKING REQUIRED, T5 FORM BASE

1 SPACES PER 500 SF **10 SPACES**

PARKING PROVIDED

PARKING DECK 472 SPACES

RETAIL/MULTI FAMILY PROVIDED

55/417 SPACES

BICYCLE PARKING

10% OF 472 PARKING SPACES: 48 SPACES

BICYCLE PARKING PROVIDED

49 SPACES

dwell design studio
1280 HIGHTOWER TRAIL
ATLANTA, GA 30350
PHONE: 770.864.1035
dwelldesignstudio.com

CONSULTANT

DEVELOPER

BRADENTON RESIDENCES, LLC

PROJECT: 2407103

WARES ROW
BRADENTON, FLORIDA

SUBMISSION

DATE	DESCRIPTION	REV
03/13/26	SCHEMATIC DESIGN SET	
06/10/26	DESIGN DEVELOPMENT SET	
07/29/26	50% CD SET	

DRAWN IC CHECKED JS

DESIGN SEAL

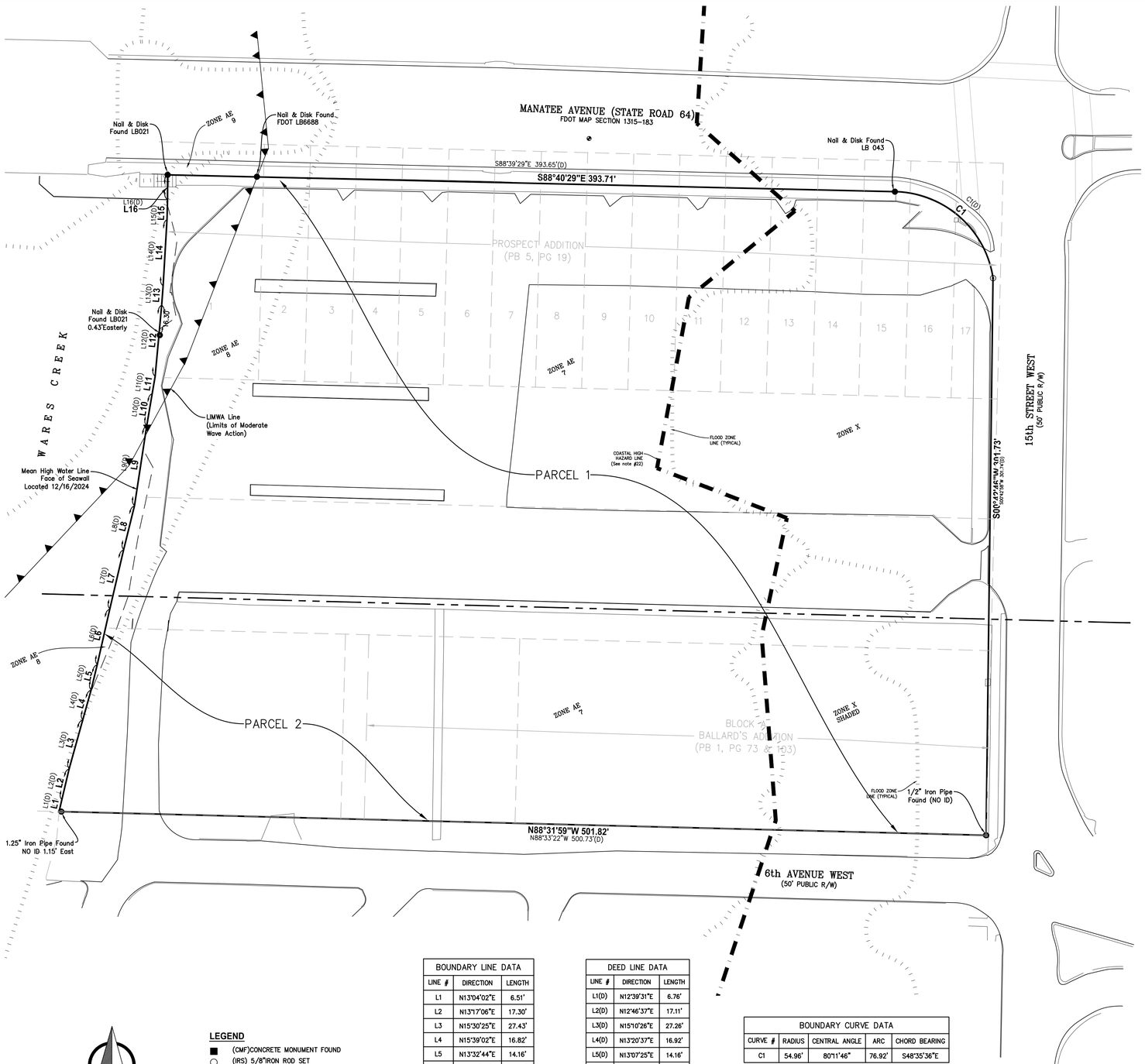
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SHEET NAME
ARCHITECTURAL SITE PLAN

SHEET NUMBER
A00.10
NOT FOR CONSTRUCTION

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7/29/2026 6:00:38 PM Autodesk Docs://2407103_AMCO_Manatee Ave_FL/2407103_AMCO_Manatee Ave_FL_R26.rvt



BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N13°04'02"E	6.51'
L2	N13°17'06"E	17.30'
L3	N15°30'25"E	27.43'
L4	N15°39'02"E	16.82'
L5	N13°32'44"E	14.16'
L6	N12°43'08"E	30.89'
L7	N13°08'06"E	32.91'
L8	N13°52'03"E	24.54'
L9	N08°42'11"E	43.82'
L10	N09°38'56"E	17.73'
L11	N09°38'56"E	9.34'
L12	N05°15'54"E	38.84'
L13	N04°14'43"E	10.39'
L14	N03°19'51"E	36.06'
L15	N01°35'20"E	10.71'
L16	N00°04'05"E	13.47'

DEED LINE DATA		
LINE #	DIRECTION	LENGTH
L1(D)	N12°39'31"E	6.76'
L2(D)	N12°46'37"E	17.11'
L3(D)	N15°10'26"E	27.26'
L4(D)	N13°20'37"E	16.92'
L5(D)	N13°07'25"E	14.16'
L6(D)	N12°59'36"E	30.96'
L7(D)	N13°04'44"E	32.90'
L8(D)	N13°00'53"E	24.46'
L9(D)	N09°11'57"E	43.76'
L10(D)	N09°29'30"E	17.87'
L11(D)	N09°21'12"E	9.20'
L12(D)	N05°12'39"E	38.95'
L13(D)	N03°38'41"E	10.26'
L14(D)	N03°24'49"E	36.01'
L15(D)	N02°32'28"E	11.30'
L16(D)	N00°03'17"W	13.09'

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	54.96'	80°11'46"	76.92'	S48°35'36"E

DEED CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C2(D)	55.00'	80°07'51"	76.92'	S48°35'34"E

LEGEND

- (CMF)CONCRETE MONUMENT FOUND
- (IRS) 5/8"IRON ROD SET (LB 6982)
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- (IPF)IRON PIPE FOUND
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- (D) DEED DATA
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- C# CURVE NUMBER (SEE CURVE TABLE)
- L# LINE NUMBER (SEE LINE TABLE)
- Limit of Moderate Wave Action (LIMWA)
- FEMA FLOOD LINE
- COASTAL HIGH HAZARD LINE (See note #22)

SCALE: 1" = 30'

DESCRIPTION: (ORB 2310, PG 6264)

PARCEL 1:

LOTS 1 THROUGH 17. PROSPECT ADDITION. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5. PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS THE PORTIONS THEREOF CONVEYED TO THE STATE OF FLORIDA AS DESCRIBED IN DEED BOOK 382. PAGE 63 AND IN OFFICIAL RECORD BOOK 737, PAGE 796, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

BEGIN AT THE SW CORNER OF MANATEE AND PROSPECT AVENUE (NOW MANATEE AVENUE AND 15TH STREET) IN THE CITY OF BRADENTON, FLORIDA, RUNNING THENCE SOUTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET) 127 2/3 FEET FOR A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST SIDE OF SAID PROSPECT AVENUE (15TH STREET) 65 FEET; THENCE WEST PARALLEL WITH MANATEE AVENUE TO WARES CREEK; THENCE NORTH ALONG WARES CREEK TO A POINT DUE WEST THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING. LYING AND BEING IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BEGINNING AT A POINT ON THE WEST SIDE OF PROSPECT AVENUE (15TH STREET WEST) IN THE CITY OF BRADENTON, FLORIDA, 264 FEET SOUTH FROM THE SOUTHWEST CORNER OF PROSPECT AVENUE AND MANATEE AVENUE. THE SAME BEING THE NORTHEAST CORNER OF LOT OWNED BY MRS. SARAH O. WEBBER; THENCE RUN NORTH ALONG THE WEST SIDE OF PROSPECT AVENUE (15TH STREET), THE DISTANCE OF 71 AND 1/3 FEET; THENCE WEST ON A LINE PARALLEL WITH THE CENTER LINE OF MANATEE AVENUE TO THE BANK OF WARE'S CREEK; THENCE SOUTH ALONG THE MARGIN OF SAID CREEK TO THE NORTHWEST CORNER OF MRS. SARAH O. WEBBER'S LOT; THENCE EAST TO POINT OF BEGINNING. IN THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST.

AND

BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1. PAGES 73 AND 103, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE SE CORNER OF BLOCK "A" OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE DUE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", A DISTANCE OF 349.35 FEET FOR A POINT OF BEGINNING; THENCE NORTH 100 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE WEST TO THE PRESENT SEAWALL; THENCE SOUTHERLY ALONG SAID SEAWALL TO A POINT THAT INTERSECTS WITH THE SOUTH BOUNDARY LINE OF SAID BLOCK 'A' EXTENDED WEST; THENCE EAST APPROXIMATELY 150 FEET TO POINT OF BEGINNING; TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO BELONGING.

THE WEST 1/2 OF THE FOLLOWING DESCRIBED LAND, TO WIT:

BEGIN AT THE SE CORNER OF BLOCK 'A' OF BALLARD'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 103 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE WEST ALONG SOUTH BOUNDARY OF SAID BLOCK "A", 255 FEET FOR POINT OF BEGINNING; THENCE NORTH 100 FEET TO NORTH LINE OF SAID BLOCK "A"; THENCE WEST 94.35 FEET; THENCE SOUTH 100 FEET; THENCE EAST 94.35 FEET TO THE POINT OF BEGINNING.

ALL OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 'A" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "BALLARD'S ADDITION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 103; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK "A", N 88°33'22" W, A DISTANCE OF 500.73 FEET TO THE MEAN HIGH WATER LINE OF WARE'S CREEK; SAID MEAN HIGH WATER LINE LYING ON THE FACE OF AN EXISTING SEAWALL: THENCE ALONG THE FACE OF THE SEAWALL AND MEAN HIGH WATER LINE. THE FOLLOWING FIFTEEN COURSES AND DISTANCES:

1.	N 12°39'31" E	6.76'	9.	N 09°11'57" E	43.76'
2.	N 12°46'37" E	17.11'	10.	N 09°29'30" E	17.87'
3.	N 15°10'26" E	27.26'	11.	N 09°21'12" E	9.20'
4.	N 13°20'37" E	16.92'	12.	N 05°12'39" E	38.95'
5.	N 13°07'25" E	14.16'	13.	N 03°38'41" E	10.26'
6.	N 12°59'36" E	30.96'	14.	N 03°24'49" E	36.01'
7.	N 13°04'44" E	32.90'	15.	N 02°32'28" E	11.30'
8.	N 13°00'53" E	24.46'			

THENCE N 00°03'17" W, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 64 (MANATEE AVENUE): THENCE ALONG SAID RIGHT-OF-WAY LINE. S88°39'29" E. A DISTANCE OF 393.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°07'56". A DISTANCE OF 76.92 FEET TO A POINT OF NON-TANGENCY; SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE. S 00°42'58" W. A DISTANCE OF 301.74 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3.70 ACRES MORE OR LESS.

NOTES:

1. This survey is a graphic depiction of the current boundary and visible improvements in accordance with the legal description shown hereon and may not reflect ownership.
2. Bearings shown hereon are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment, deriving a bearing of S88°40'29"E for the South right-of-way of Manatee Avenue, and are fiend measured unless otherwise noted.
3. Elevations shown hereon are relative to the North American Vertical Datum of 1988 (NAVD88) and are based on benchmark COB 1005, having a published, adjusted elevation of 10.14 feet (NAVD 88).
4. This survey shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon. Underground utilities shown are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate availability.
5. This property lies in Flood Zones "X", "X SHADED" and "AE" of the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 12081C0302F which bears an effective date of 8/10/2021. As shown on the FEMA Website (http:\\msc.fema.gov)
6. This survey was prepared without the benefit of a title search. No instruments of record reflecting ownership, easements or rights of way were furnished to the undersigned, unless otherwise shown hereon.
7. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The ZNS Engineering or undersigned has not performed an independent search for additional records and makes no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.
8. This survey does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
9. Some features may be exaggerated for clarity, dimensions shown supersede scaled dimensions.
10. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
11. This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to this type of Surveys.
12. Ownership of fences shown hereon if any has not been determined as a part of this survey.
13. Portions of this survey were undertaken using GPS surveying techniques in real time kinematic (RTK) mode with corrections provided by the Florida Permanent Reference Network. Redundancy was achieved by multiple occupations of points using varying satellite configurations.
14. There may be portions of this property which may be termed jurisdictional wetlands by various government agencies. These possible jurisdictional areas have not been dealt with as part of this survey.
15. "Coastal high hazardous line" shown here on was digitized from City of Bradenton shape file.
16. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of ZNS Engineering. and the undersigned Professional Surveyor and Mapper.
17. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
18. This survey represents the conditions & improvements as of the last date of the field survey only, and not the signature date (if any).
20. Gross land area is 161,254 square feet or 3.70 acres more or less.
21. This sketch if printed is not valid without the original signature and raised seal of a licensed Florida Professional Surveyor and Mapper, an electronic copy must have a verified independent authenticated seal affixed as set forth in FS 5J-17-062.

BOUNDARY & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

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FLORIDA CERTIFICATE No. PSM 6809
DATE OF CERTIFICATION 01-14-2025

BY: Digitally signed by Kavin Wilmott Date: 2026.05.14 06:24:59-04'00'
KAVIN C. WILMOTT, P.S.M.

REVISION	BY	DATE

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY DML FIELD BY BURKE JOB NO. 14257 FIELD DATE 12-16-2024 SCALE 1"=30' SHEET 01 OF 03

T:_2024\Old City Hall\45721\Survey\45721 Old City Hall.dwg, Plot Date=5/14/2026 6:20 AM, By=Kavin Wilmott

MANATEE AVENUE (STATE ROAD 64)
FDOT MAP SECTION 1315-183

Curb Inlet Curb=6.21'
Drainage Manhole Rim=6.10'
2' Curb & Gutter
Asphalt Road
Drainage Manhole Rim=6.02'
Curb Inlet Curb=6.16'
SITE BENCHMARK
ACOE WCI JAX
EL.=6.30' NAVD88
S88°39'29"E 393.65'(D)
S88°40'29"E 393.71'
Nail & Disk Found LB 043
Curb Inlet Curb=13.39'
Drainage Manhole Rim=12.75'
Drainage Manhole Rim=12.51'
Curb Inlet Curb=12.16'
Nail & Disk Found LB021
Nail & Disk Found FDOT LB6688
Southerly R/W
Concrete Sidewalk
Concrete Walk
Steps
Down
ZONE AE
9
Unable to determine pipe connection
36" RCP
Top of Pipe=0.59'
Inv.=-2.51'
Jurisdictional Line flagged by others and field located by ZNS
Grate Inlet
Rim=2.14
S.Inv.=-0.16 15"RCP
PROSPECT ADDITION
(PB 5, PG 19)
Asphalt Drive & Parking
Concrete
Asphalt Parking
18" RCP
Inv.=-0.87'
Nail & Disk Found LB021 0.43'Easterly
Grate Inlet
Rim=2.14
N.Inv.=-0.56 15"RCP
S.Inv.=-0.20 15"RCP
W.Inv.=-0.64 18"RCP
ZONE AE
8
ZONE AE
7
Grass Area
ZONE X
Westerly R/W
15th STREET WEST
(66' PUBLIC R/W)
S00°42'46"W 301.73'
S00°42'58"W 301.74'(D)
2' Curb & Gutter
6" Curb
Concrete Sidewalk
LIMWA Line
(Limits of Moderate Wave Action)
Grate Inlet
Rim=2.29
N.Inv.=0.18 15"RCP
Mean High Water Line
Face of Seawall
Located 12/16/2024
Jurisdictional Line flagged by others and field located by ZNS
15" RCP
Inv.=-0.84'
Curb Inlet
Curb=2.14'
W.Inv.=0.02' 15"RCP
E.Inv.=-0.37 12"RCP
Unable to determine pipe connection
Grate Inlet
Rim=3.87'
N.Inv.=0.77' 8"RCP
W.Inv.=0.75' 12"RCP
FLOOD ZONE LINE (TYPICAL)
COASTAL HIGH HAZARD LINE (See note #22)
WARES CREEK
MATCHLINE - SHEET 3

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L7	N13°08'06"E	32.91'
L8	N13°52'03"E	24.54'
L9	N08°42'11"E	43.82'
L10	N09°38'56"E	17.73'
L11	N09°38'56"E	9.34'
L12	N05°15'54"E	38.84'
L13	N04°14'43"E	10.39'
L14	N03°19'51"E	36.06'
L15	N01°35'20"E	10.71'
L16	N00°04'05"E	13.47'

DEED LINE DATA		
LINE #	DIRECTION	LENGTH
L7(D)	N13°04'44"E	32.90'
L8(D)	N13°00'53"E	24.46'
L9(D)	N09°11'57"E	43.76'
L10(D)	N09°29'30"E	17.87'
L11(D)	N09°21'12"E	9.20'
L12(D)	N05°12'39"E	38.95'
L13(D)	N03°38'41"E	10.26'
L14(D)	N03°24'49"E	36.01'
L15(D)	N02°32'28"E	11.30'
L16(D)	N00°03'17"W	13.09'

WETLAND FLAG DATA		
POINT #	NORTHING	EASTING
833	1149411.49	468992.01
834	1149440.61	469003.93
836	1149461.45	469011.44
837	1149491.55	469016.48
840	1149497.63	469017.63
849	1149531.58	469024.94
850	1149538.86	469020.92
868	1149606.72	469028.91
873	1149612.81	469037.50
877	1149626.37	469034.85
878	1149626.15	469034.15
887	1149654.14	469037.91
893	1149675.67	469032.25

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	54.96'	80°11'46"	76.92'	S48°35'36"E

DEED CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C2(D)	55.00'	80°07'51"	76.92'	S48°35'34"E

LEGEND

- BENCHMARK
- (CMF)CONCRETE MONUMENT FOUND
- (IRS) 5/8"IRON ROD SET (LB 6982)
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- (IPF)IRON PIPE FOUND
- ANTENNA
- BOLLARD
- SIGN POST
- WETLAND MARKER
- WATER VALVE
- GAS LINE MARKER
- FIBER LINE MARKER
- UTILITY POLE
- CONCRETE UTILITY POLE
- WATER METER
- CATCH BASIN
- GRATE INLET
- DRAINAGE MANHOLE
- SANITARY MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- ELECTRIC HAND HOLE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- ST STORM PIPE
- TOP OF BANK
- OH OVERHEAD UTILITY LINE
- FLOW LINE/EDGE OF WATER
- CHAINLINK FENCE
- METAL FENCE
- R/W RIGHT-OF-WAY
- INV INVERT
- (D) DEED DATA
- NAVD NORTH AMERICAN VERTICAL DATUM
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- LS LICENSED SURVEYOR
- C# CURVE NUMBER (SEE CURVE TABLE)
- L# LINE NUMBER (SEE LINE TABLE)
- RCP REINFORCED CONCRETE PIPE
- OAK TREE
- PALM TREE
- PINE TREE
- CEDAR TREE
- ORNAMENTAL TREE

0 10 20
SCALE: 1" = 20'

BOUNDARY & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

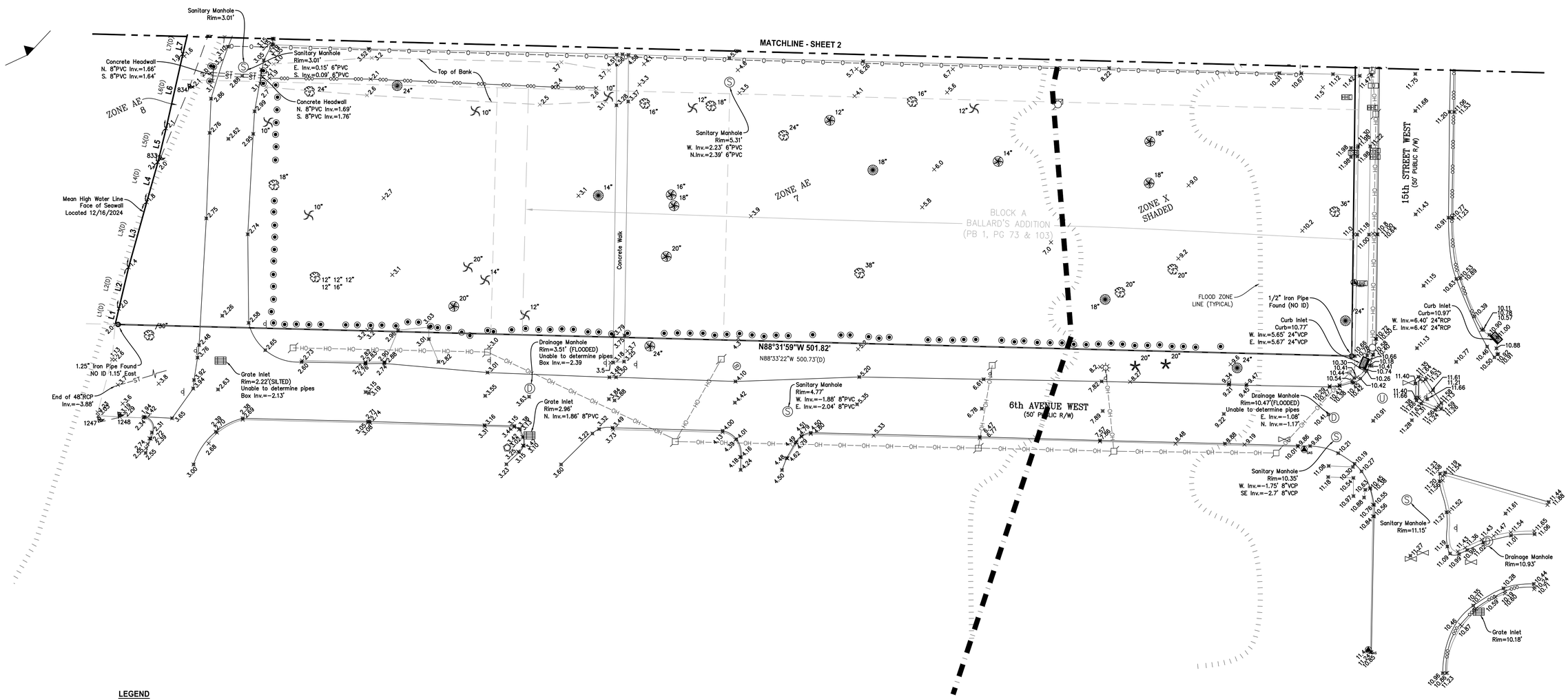
ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

REVISION	BY	DATE

DRAWN BY DML FIELD BY BURKE JOB NO. 14257 FIELD DATE 12-16-2024 SCALE 1"=20' SHEET 02 OF 03

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T:_2024\Old City Hall\45721\Survey\45721 Old City Hall.dwg, Plot Date=5/14/2026 6:20 AM, ByKevin Wilmott



0 10 20
SCALE: 1" = 20'

LEGEND

- BENCHMARK
- (CMF)CONCRETE MONUMENT FOUND
- (IRS) 5/8"IRON ROD SET (LB 6982)
- (IRF)IRON ROD FOUND
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- RCP REINFORCED CONCRETE PIPE
- OAK TREE
- PALM TREE
- PINE TREE
- CEDAR TREE
- ORNAMENTAL TREE

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N13°04'02"E	6.51'
L2	N13°17'06"E	17.30'
L3	N15°30'25"E	27.43'
L4	N15°39'02"E	16.82'
L5	N13°32'44"E	14.16'
L6	N12°43'08"E	30.89'

DEED LINE DATA		
LINE #	DIRECTION	LENGTH
L1(D)	N12°39'31"E	6.76'
L2(D)	N12°46'37"E	17.11'
L3(D)	N15°10'26"E	27.26'
L4(D)	N13°20'37"E	16.92'
L5(D)	N13°07'25"E	14.16'
L6(D)	N12°59'36"E	30.96'

WETLAND FLAG DATA		
POINT #	NORTHING	EASTING
833	1149411.49	468992.01
834	1149440.61	469003.93
836	1149461.45	469011.44
837	1149491.55	469016.48
840	1149497.63	469017.63
849	1149531.58	469024.94
850	1149538.86	469020.92
868	1149606.72	469028.91
873	1149612.81	469037.50
877	1149626.37	469034.85
878	1149626.15	469034.15
887	1149654.14	469037.91
893	1149675.67	469032.25

BOUNDARY & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

REVISION	BY	DATE

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY DML FIELD BY BURKE JOB NO. 14257 FIELD DATE 12-16-2024 SCALE 1"=20' SHEET 03 OF 03

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Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

ORDINANCE NO. 4017

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE BRADENTON FORM BASED CODE TO CREATE ARTICLE 1, SECTION 1.12, BUILDING HEIGHT INCENTIVES, TO PROVIDE A TIME LIMITED HEIGHT INCENTIVE IN DEFINED AREAS WITHIN THE T5 AND T6 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to amend the Bradenton Form Based Code to provide a temporary redevelopment incentive allowing greater height in certain portions of the T5 and T6 districts; and

WHEREAS, the City finds it is in the City's best interest to make these revisions to its Form Based Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Code Language. Article 1, Section 1.12 of the Bradenton Form Based Code is hereby created to read as follows.

1.12 TEMPORARY BUILDING HEIGHT INCENTIVES

1.12.1 The purpose of this program is to provide a time-limited incentive to encourage redevelopment in the downtown, subject to City Council approval, with said incentive being limited to properties zoned T5 or T6 and located within the following geographic area:

a. Properties west of 1st Street East and east of 15th Street West; and

b. Properties north of 7th Avenue West and south of Manatee Avenue West, between Wares Creek and 15th Street West.

1.12.2 City Council may grant approval of the following under this program for properties in the above described area subject to the approval criteria under Section 1.10.6 of the form based code:

a. T5 and T6 properties in the described area may be granted the workforce housing height bonus in Table 4.4 without providing workforce housing or payment into the Workforce Housing Trust Fund.

b. T6 zoned properties in the described area may be granted additional height beyond the 20 story maximum without providing workforce housing or payment into the Workforce Housing Trust Fund as required under 1.10.2.b.ii.

c. T5 properties in the described area may be granted the same building height bonuses as allowed in the T6 zone under Table 4.4, subject to the same restrictions regarding public art and LEED or green building certification and the same building configuration requirements as shown in Table 4.5. As provided in Section 1.12.2.a, T5 properties may be granted the workforce housing height bonus without providing workforce housing or payment into the Workforce Housing Trust Fund.

d. In both the T5 and T6 zones in the described area, garage levels above the ground floor will not be counted as stories provided that not more than 25% of the floor area of those levels are dedicated to nonvehicular uses and that at least 60% of the ground floor area is dedicated to useable retail or office space.

1.12.3 This program will require both of the following:

a. City Council approval of the building height incentive petition on or before December 31, 2028. The final order shall detail the parameters of the project including the building heights proposed and include limitations and conditions required by City Council at the time of approval.
b. Commencement of development must occur prior to December 31, 2033. Commencement of development shall be defined as the pouring of concrete foundation of at least 60% of the ground floor area of the project.

1.12.4 Application and limitations:

a. Application for approval under this program shall be made to the PCD department on forms provided by the department subject to a fee stipulated by City Council.
b. Petitions for projects in the Urban Core future land use designation of the Comprehensive Plan that require approval of greater allowable density, above the base density of 60 dwelling units per acre, up to 200 units per acre, may run concurrent with the petition for building height incentives. Both petitions may be resolved under a single final order, development agreement or similar instrument.
c. City Council may modify, extend or terminate this program, subject to the preservation of vested rights for prior approvals.
d. Should a project not commence development prior to the deadline, the project deadline may be extended by City Council for up to six months for good cause.
e. The project approval shall run with the land and not be transferable or extended to other properties unless approved by City Council prior to December 31, 2033.
f. Modifications to an approved project will require City Council approval except as otherwise provided herein. Minimal architectural and aesthetic changes, such as window location and proportion, balcony placement and paint color, may be authorized administratively unless otherwise stipulated in the final order.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

PUBLICATION DATE	September 29, 2023
FIRST READING	October 11, 2023
PUBLICATION DATE	October 20, 2023
SECOND READING	November 1, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 1st day of November, 2023.

CITY OF BRADENTON, FLORIDA

Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

4506895v1

AGENDA ITEM NO. 4.b

Item Cover Page

CITY COUNCIL SPECIAL MEETING AGENDA ITEM REPORT

DATE: October 26, 2026

SUBMITTED BY: Brenda Toscano, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: **NEW BUSINESS**

SUBJECT: Amendment 2 to Florida Department of Environmental Protection (FDEP) Agreement No. 23FRP47 Continuation of Standard Agreement for Lift Station 3 Expansion and Lift Station 13 Demolition Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDEP revised standard language to the previously approved Standard Grant Agreement, extending the grant expiration date and task due dates, removing matching grant requirements, and awarding the City an additional $2,396,220.00 in ARPA grant funds for a total of $5,334,095.00.

FINANCIAL IMPACT:
The City was awarded an additional $2,396,220.00 in ARPA grant funds for a total of $5,334,095.00.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment Number 2 to Agreement No. 23FRP47 with the FDEP.

ATTACHMENTS:

AGREEMENT NO. 23FRP47
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

CONTINUATION OF STANDARD GRANT AGREEMENT

This Agreement (the "Continuation of Standard Grant Agreement") is made and entered into this ____ day of _____, 2026, by and between City of Bradenton, a local government (hereinafter referred to as "Grantee"), and the State of Florida Department of Environmental Protection, (hereinafter referred to as "Department").

RECITALS

WHEREAS, the Grantee and the Department entered into a State of Florida Department of Environmental Protection Standard Grant Agreement, Number 23FRP47, effective November 9, 2023, for City of Bradenton LS03 Expansion and LS13 Demolition (the "Project"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein (the "2023 Standard Grant Agreement"), with the original Agreement term of November 9, 2023, through September 30, 2026; and,

WHEREAS, the 2023 Standard Grant Agreement expired on September 30, 2026, before Amendment No. 2, a copy of which is attached hereto as Exhibit "B" was fully executed; and,

WHEREAS in order to facilitate the Department's reimbursement of Project funds as intended, the parties wish to enter into this Standard Grant Agreement under the same terms and conditions as the 2023 Standard Grant Agreement, as most recently modified by Amendment No. 2.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the parties do agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into the terms of this Standard Grant Agreement.

2. **Terms and Conditions**. The parties hereby acknowledge and agree that this Standard Grant Agreement shall be governed by the terms and conditions contained in the 2023 Standard Grant Agreement, as most recently modified by the terms and conditions of Amendment No. 2, which terms and conditions are hereby incorporated herein and made a part hereof by this reference.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Standard Grant Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	CITY OF BRADENTON
By:_____ Secretary or Designee	By:_____ Authorized Representative or Designee
Alex Reed, Director Print Name and Title	Gene Brown, Mayor Print Name and Title
Date:_____	Date:_____

EXHIBIT A
to the Standard Grant Agreement

– EXHIBIT BEGINS ON FOLLOWING PAGE –

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Bradenton LS03 Expansion and LS13 Demolition**
Agreement Number: **23FRP47**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Brandenton**
Entity Type: **Local Government**
Grantee Address: **101 Old Main Street, Brandenton, FL 34205**
FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **23FRP47** *(If different from Agreement Number)*
Project Location(s): **Manatee County**
Project Description: **The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting, and construction tasks.**

5. Total Amount of Funding: **$ 2,937,875.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**197 H23**	$ **2,937,875.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **2,937,875.00**
	Total Amount of Funding + Grantee Match, if any:	$ **5,875,750.00**

6. Department's Grant Manager
Name: **Hanna Tillotson** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-7540**
Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kim Clayback** or successor
Address: **City of Bradenton**
1411 9th St W
Bradenton, Florida 34205
Phone: **941-708-6300**
Email: **kim.clayback@bradentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/6/2023**
Total Federal Funds Obligated by this Agreement:	**$2,937,875**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Brandenton **GRANTEE**

By Gene Brown 11/1/2023
(Authorized Signature) Date Signed

Gene Brown, Mayor
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Alex Reed 11/9/2023
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including 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. The Grantee must also inform the Department 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 Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23FRP47

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton LS03 Expansion and LS13 Demolition Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,937,875 match amount through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP47

ATTACHMENT 3

PROJECT TITLE: City of Bradenton LS03 Expansion and LS13 Demolition

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will implement the City of Bradenton LS03 Expansion and LS13 Demolition (Project). The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting and construction tasks.

TASKS AND DELIVERABLES:

Task 1 - Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2 - Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of a lift station adjacent to the existing LS03, demolition of several elements of the existing LS03, demolition of existing LS13, abandonment of the existing LS13 sanitary collection system, and construction of a new gravity sewer system to direct flow to LS03 from the LS13 sewershed and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.

- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 3 - Construction

Description: The Grantee will construct a lift station on City-owned property adjacent to the existing LS03, demolish existing LS13 and several elements of the existing LS03, restore the LS13 site, abandon the existing LS13 sanitary collection system, and construct a new gravity sewer system to direct flow to LS03 from the existing LS13 sewershed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **3.1:** A copy of the final design and record (as-built) drawings;
- **3.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **3.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned

documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) study report	No-Cost Deliverable	$0	$0	$0	Upon Execution	30 days before commencing construction
2	Design and Permitting	Contractual Services	$122,000	$122,000	$244,000	Upon Execution	06/30/2026
3	Construction	Contractual Services	$2,815,875	$2,815,875	$5,631,750	Upon Execution	06/30/2026
		Total:	**$2,937,875**	**$2,937,875**	**$5,875,750**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,937,875.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,937,875.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23FRP47

CITY OF BRADENTON LS03 EXPANSION AND LS13 DEMOLITION

City of Bradenton

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23FRP47

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition Project

Grantee: City of Bradenton

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AMENDMENT NO. 1
TO AGREEMENT NO. 23FRP47
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 23FRP47 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton LS03 Expansion and LS13 Demolition (Project), effective November 9, 2023; and,

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested to add Exhibit M to the Agreement as set forth herein; and

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Andrea Pelton
Address: 3900 Commonwealth Blvd, MS#230
Tallahassee, Florida 32399
Phone: 850-245-2186
Email: Andrea.Pelton@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8, shall hereinafter refer to Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.

9. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

10. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: Gene Brown
Authorized Representative or Designee

Gene Brown, Mayor
Print Name and Title

Date: 12-18-2024

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Alex Reed
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: 12/20/2024

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	M	Match Expenditure Monitoring Form (2 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including 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. The Grantee must also inform the Department 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 Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23FRP47

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton LS03 Expansion and LS13 Demolition Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,937,875 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to match requirements must demonstrate to the Department that the Grantee has designated the necessary amount of funds as match, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23FRP47

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton LS03 Expansion and LS13 Demolition

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will implement the City of Bradenton LS03 Expansion and LS13 Demolition (Project). The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting and construction tasks.

TASKS AND DELIVERABLES:

Task 1: City of Bradenton LS03 Expansion and LS13 Demolition

The Grantee will complete the following under this Project:

Sea Level Impact Projection (SLIP) Study Report
The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Design and Permitting
The Grantee will acquire professional services for the engineering and design of a lift station adjacent to the existing LS03, demolition of several elements of the existing LS03, demolition of existing LS13, abandonment of the existing LS13 sanitary collection system, and construction of a new gravity sewer system to direct flow to LS03 from the LS13 sewershed and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Construction

The Grantee will construct a lift station on City-owned property adjacent to the existing LS03, demolish existing LS13 and several elements of the existing LS03, restore the LS13 site, abandon the existing LS13 sanitary collection system, and construct a new gravity sewer system to direct flow to LS03 from the existing LS13 sewershed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**
- **1.2:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.3:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8;
- **1.4:** A copy of the final design and record (as-built) drawings;
- **1.5:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **1.6:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.7**: Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities which may also include project and site inspections;
    - Meeting minutes to all attended meetings, as applicable; and
    - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. If the Project is not completed by the Agreement's Date of Expiration, all remaining Project deliverables must be submitted no later than sixty (60) days following the completion of the Project, as required by Paragraph 14 to Attachment 6, Program-Specific Requirements. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s) and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred

percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverables(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request. For Projects funded with federal American Rescue Plan Act funds that are not completed by the Agreement End Date, these Consequences for Non-Performance will not apply if all Department funds have been expended and only Match funds remain.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	City of Bradenton LS03 Expansion and LS13 Demolition	$2,937,875	$2,937,875	$5,875,750	Upon Execution	06/30/2026
	Total:	**$2,937,875**	**$2,937,875**	**$5,875,750**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	U.S. Department of Treasury	21.027	SLFRP0125	$2,937,875.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,937,875.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition

Grantee: City of Bradenton

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIONMENTAL PROTECTION
MATCH EXPENDITURE MONITORING FORM
RESILIENT FLORIDA PROGRAM

Exhibit M

Only applicable for grant agreements funded by the American Rescue Plan Act (ARPA) funds.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition

Grantee: City of Bradenton

If the ARPA-funded portion of the above-identified grant is completed or the Grantee has received the final reimbursement of ARPA funds available in the Agreement, and the Project is not completed by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), then this Exhibit will apply, as per Paragraph 14 to Attachment 6, Program-Specific Requirements. The Grantee will complete and submit this Exhibit to ResilientFloridaGrants@FloridaDEP.gov either prior to or with the final Exhibit C, Payment Request. This Exhibit must be submitted to the Department in order to formally close out the grant in the Florida Accountability Contract Tracking System (FACTS) and to identify all remaining deliverable(s) which are to be completed solely using the Grantee's match funding.

The Department will conduct monitoring of the Project, which will extend beyond the Agreement's Date of Expiration, in order for the Grantee to submit all remaining Project deliverables and meet the Match Requirements established in Section 7 to Attachment 2, Special Terms and Conditions. Monitoring will be concluded once all remaining Project deliverables required by this Exhibit have been received and accepted in writing by the Department. The remaining match-funded Project deliverables, as identified below, will be submitted after the Task Due Date listed in the Project Timeline and Budget Detail table.

The Grantee will assist the Department in completing the Project's match-funded monitoring activities by submitting the following to the Department:

1. An Exhibit A, Progress Report Form, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified here: Quarter 1: Jul – Sep; Quarter 2: Oct – Dec; Quarter 3: Jan – Mar; and Quarter 4: Apr – Jun; until the Project is completed, and monitoring is no longer required.
2. An Exhibit C, Match Detail Form, and all supporting fiscal documentation, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified above; until the Project is completed, and monitoring is no longer required.
3. Notice of final Project completion, including the date of completion, submitted to the Department no later than thirty (30) days following the completion date of the Project.
4. Full submission of remaining match-funded deliverables for all Project tasks, as listed in the table below (use additional pages, if needed).

Task Number	Deliverable Number	Deliverable Description

Failure to submit this Exhibit and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

Certification: By signing below, I certify that, on behalf of the Grantee listed above, the remaining match-funded deliverable(s) along with all related monitoring activities will be provided to the Department as described in this Exhibit.

Grantee Grant Manager Name: _____

Grantee Grant Manager Signature: _____ Date: _____

EXHIBIT B
to the Standard Grant Agreement

– EXHIBIT BEGINS ON FOLLOWING PAGE –

AMENDMENT NO. 2
TO AGREEMENT NO. 23FRP47
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 23FRP47, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton, 101 Old Main Street, Bradenton, Florida 34205 (Grantee), on the date last signed to the "Continuation of Standard Grant Agreement" to which this Amendment is attached, which is hereby incorporated herein.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton LS03 Expansion and LS13 Demolition (Project), effective November 9, 2023; and,

WHEREAS, $2,396,220.00 in additional funding for this Project is provided under Line Item 152-D of the 2021-2022 General Appropriations Act, bringing the total current funding for this Agreement to $5,334,095.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 152-D of the 2021-2022 General Appropriations Act began on November 9, 2023; and,

WHEREAS, the Department has requested an extension of the Agreement to allow for processing of the payment request(s) submitted by Grantee for the additional funds; and,

WHEREAS, the Department has requested an update to the Additional Terms in Paragraph 16 to Attachment 2-B, Second Revised Special Terms and Conditions; and,

WHEREAS, the Department has requested to remove the Match Requirements in Paragraph 7 to Attachment 2-B, Second Revised Special Terms and Conditions; and,

WHEREAS, the Department has requested updates to the Budget Detail and an extension to the Task Due Date in Attachment 3-B, Second Revised Grant Work Plan; and,

WHEREAS, the Department has requested updates to the budget information in Exhibit 1-A to Attachment 5-B, Second Revised Special Audit Requirements.

NOW THEREFORE, the parties agree as follows:

1) The total amount of funding of the Agreement is increased to $5,334,095.00.

2) The Agreement is extended for a two (2) month period to begin October 1, 2026, and remain in effect until November 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

3) Section 3. of the Standard Grant Agreement is hereby revised to change the Agreement Begin Date to November 9, 2023.

4) Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to November 30, 2026.

5) Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item	Amount per Source(s):
$5,334,095.00	☐ State ☑ Federal	197-H, FY 22-23	$2,937,875.00
	☐ State ☑ Federal	152-D, FY 21-22	$2,396,220.00
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$5,334,095.00

6) Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

7) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

8) Attachment 5-A, Revised Special Audit Requirements, Exhibit 1, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, Exhibit 1-A, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5-A, Exhibit 1, shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements, Exhibit 1-A

9) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

List of attachments/exhibits included as part of this amendment:

Specify Type	Letter/ Number	Description
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment 5-B, Exhibit	1-A	Second Revised Special Audit Requirements (6 pages)

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 23FRP47

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton LS03 Expansion and LS13 Demolition Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on November 9, 2023, and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
a. Paragraph 8.i. of Attachment 1 is deleted and replaced with a new paragraph 8.i.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

c. Adequate Funding Contingency: The State's performance and obligation to pay under this Agreement is contingent upon adequate availability of funding. This Agreement is not a commitment of current or future funding unless and until the Department determines that adequate funds are available and not otherwise encumbered. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if funding is reduced or eliminated.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 23FRP47

ATTACHMENT 3-B

PROJECT TITLE: City of Bradenton LS03 Expansion and LS13 Demolition

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will implement the City of Bradenton LS03 Expansion and LS13 Demolition (Project). The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting and construction tasks.

TASKS AND DELIVERABLES:

Task 1: **City of Bradenton LS03 Expansion and LS13 Demolition**

The Grantee will complete the following under this Project:

Sea Level Impact Projection (SLIP) Study Report
The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Design and Permitting
The Grantee will acquire professional services for the engineering and design of a lift station adjacent to the existing LS03, demolition of several elements of the existing LS03, demolition of existing LS13, abandonment of the existing LS13 sanitary collection system, and construction of a new gravity sewer system to direct flow to LS03 from the LS13 sewershed and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Construction

The Grantee will construct a lift station on City-owned property adjacent to the existing LS03, demolish existing LS13 and several elements of the existing LS03, restore the LS13 site, abandon the existing LS13 sanitary collection system, and construct a new gravity sewer system to direct flow to LS03 from the existing LS13 sewershed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**
- **1.2:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.3:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8;
- **1.4:** A copy of the final design and record (as-built) drawings;
- **1.5:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **1.6:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.7**: Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities which may also include project and site inspections;
    - Meeting minutes to all attended meetings, as applicable; and
    - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. If the Project is not completed by the Agreement's Date of Expiration, all remaining Project deliverables must be submitted no later than sixty (60) days following the completion of the Project, as required by Paragraph 14 to Attachment 6, Program-Specific Requirements. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s) and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred

percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverables(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request. For Projects funded with federal American Rescue Plan Act funds that are not completed by the Agreement End Date, these Consequences for Non-Performance will not apply if all Department funds have been expended and only Match funds remain.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	City of Bradenton LS03 Expansion and LS13 Demolition	$5,334,095	$0	$5,334,095	Upon Execution	09/30/2026
	Total:	**$5,334,095**	**$0**	**$5,334,095**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-B

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1-A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,937,875.00	197-H23
Amendment 2	U.S. Department of Treasury	21.027	SLFRP0125	$2,396,220.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$5,334,095.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.