TOWN OF LANTANA

Town Hall
500 Greynolds Circle
Lantana FL 33462

Regular Meeting
January 22, 2024 - 6:00 p.m.

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. **ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.**
   Karen Lythgoe, Mayor ____
   Lynn J. Moorhouse, D.D.S., Vice Mayor ____
   Mark Zeitler, Vice Mayor Pro Tem ____
   Christopher Castle, Councilmember ____
   Kem Mason, Councilmember ____

   LANTANA STAFF: Brian K. Raducci, Town Manager; R. Max Lohman, Town Attorney; and Kathleen Dominguez, CMC, Town Clerk

2. **AGENDA APPROVAL:**
   - **a.** Additions, substitutions, deletions.
   - **b.** Agenda Approval.

3. **STAFF AND COMMITTEE REPORTS:**
   - **a.** Town Council
   - **b.** Town Manager

4. **SPECIAL PRESENTATIONS:**
   - **a.** Presentation from Edwin Ferguson, School Board Member, District 7.

5. **APPROVAL OF THE CONSENT AGENDA:**
   - **a.** Minutes of the Regular Town Council Meeting of January 8, 2024.

6. **ORDINANCES AND RESOLUTIONS:**
   - **a.** None.

7. **QUASI-JUDICIAL HEARINGS:**

a. Consideration of a request for an additional 6-month extension for a previously approved Variance for the property located at 221 N Atlantic Dr (Case #: VAR23-0009).

8. MISCELLANEOUS:

a. Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $1,800,000.00 with $900,000.00 (50%) coming from the State as a grant and $900,000.00 (50%) coming from the Town as our match for the Lantana Seawall Hardening Project.

b. Consideration of CSA No. 2024-01 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $131,934.65 for the Bicentennial Park Seawall project.

c. Consideration of awarding a contract to Odyssey Manufacturing Co. for a 50-ton Brine Storage Tank Replacement in the amount of $122,930.40.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- January 24, 2024 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m. **(CANCELLED)**
- February 02, 2024 - Drive-In Movie Night, Lantana Sports Park, 7:00 p.m.
- February 12, 2024 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- February 15, 2024 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- February 19, 2024 - Town Offices Closed in Observance of Presidents' Day
- February 26, 2024 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- February 28, 2024 - Planning Commission Meeting, Town Hall Council Chambers, 6:30 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting:

- **Granicus**: Visit https://www.lantana.org/TownAgendas and click "Audio" for live broadcast. The recording will be available on-demand after the meeting.
- **Future Broadcasts**: We're transitioning to Granicus as our primary platform. Soon, GoToMeeting will be retired.

GoToMeeting Option:

- From your computer, tablet or smartphone: https://meet.goto.com/354986493
- **Phone**: Dial +1 (312) 757-3121 and enter Access Code: 354-986-493.
- Download the GoToMeeting app: https://meet.goto.com/install (optional for now)

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the “Public Comments” section. Citizens desiring to address the Town

Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) workings days advance notice of any meeting, by contacting Kathleen Dominguez, Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.

TOWN OF LANTANA
Regular Meeting Minutes
January 8, 2024

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Council Chambers. Deputy Town Clerk Maria Rios called the roll. All elected officials attended, and a quorum was present.

Mayor Lythgoe led a moment of silent prayer followed by the pledge of allegiance.

2. AGENDA APPROVAL:

a. Additions, substitutions, deletions.
b. Agenda Approval.

Motion: Vice Mayor Moorhouse made a motion to approve the agenda, as submitted. Councilmember Castle seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Vice Mayor Moorhouse offered praised and congratulated Police Commander Daniel Navas and Sergeant Thomas Dipolito on their recent promotions. He highlighted their contributions to the community and wished them well in their new roles.

Councilmember Castle wished everyone a Happy New Year.

Mayor Lythgoe expressed her delight with the recent free Movie night at the Town. She emphasized the fun and community spirit of the event, even with the lower attendance. She also announced a forthcoming literary event with Former Councilmember and author, Malcolm Balfour, who will be presenting his new book at the Town's Public Library on Wednesday, January 17th at 7:00 pm.

Councilmember Mason had no reports or comments to share.

Vice Mayor Pro Tem Zeitler expressed his admiration with the residents' holiday lights displays and decorations.

b. Town Manager

Town Manager Raducci followed up on his December report regarding FPL's streetlight restoration efforts on S Broadway and Hypoluxo Rd. He encouraged residents to report any

outages in their neighborhoods directly to the Town, and the Town will then work with FPL to ensure a prompt resolution.

4. SPECIAL PRESENTATIONS:

a. Presentation from Edwin Ferguson, School Board Member, District 7.

Mayor Lythgoe announced that Mr. Ferguson could not attend tonight's meeting due to unforeseen circumstances, but would be coming back on January 22nd to provide his update.

b. Presentation of the 2023 Holiday Cheer Light Display Contest Award Winners.

Mayor Lythgoe announced the winners of the 2023 Holiday Cheer Light Display Contest.

She thanked Nadine Shawah, Parks and Recreation Superintendent, for her creativity and organizing the contest. She also extended her appreciation to everyone who participated in the contest.

5. APPROVAL OF THE CONSENT AGENDA:

a. Minutes of the Regular Town Council Meeting of December 11, 2023.

Motion: Councilmember Mason made a motion to approve the consent agenda, as submitted. Councilmember Castle seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

a. Consideration of Resolution No. R-01-2024, approving the 2024 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement with the Palm Beach County Supervisor of Elections for the March 19, 2024 municipal election.

Mayor Lythgoe introduced the above agenda item.

Town Attorney Lohman read the below resolution by title into the record:

RESOLUTION NO. R-01-2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LANTANA AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Town Attorney Lohman provided an overview of the Resolution and its intent.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Councilmember Mason made a motion to approve Resolution No. R-01-2024. Vice Mayor Pro Tem Zeitler seconded the motion. Motion passed 5-0.

b. Consideration of approval of Resolution No. R-02-2024, stating the intent of the Town Council to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees and related services authorized pursuant to Chapter 197, Florida Statutes.

Mayor Lythgoe introduced the above agenda item.

Town Attorney Lohman read the below resolution by title into the record:

RESOLUTION NO. R-02-2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, STATING THE TOWN'S INTENTION TO USE THE UNIFORM METHOD OF COLLECTION FOR THE NON-AD VALOREM ASSESSMENT TO BE LEVIED BY THE TOWN FOR THE COLLECTION OF STORMWATER UTILITY FEES PURSUANT TO SECTION 197.3632, FLORIDA STATUTES, BY COLLECTING THE ANNUAL SPECIAL ASSESSMENTS THROUGH THE ANNUAL TAX BILL OF THE PALM BEACH COUNTY TAX COLLECTOR; STATING THE NEED FOR THE LEVY OF THE ASSESSMENT; PROVIDING A LEGAL DESCRIPTION OF THE BOUNDARIES OF THE REAL PROPERTY SUBJECT TO THE LEVY; PROVIDING FOR MAILING OF A COPY OF THIS RESOLUTION TO THE PALM BEACH COUNTY PROPERTY APPRAISER, THE PALM BEACH COUNTY TAX COLLECTOR, AND THE STATE OF FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Town Manager Raducci provided an overview of the Resolution. He outlined the plans for a future stormwater utility fee, as discussed during the April Visioning Session. He emphasized that the purpose of the resolution is to notify the Palm Beach County Tax Collector's Office and Property Appraiser's Office of the Town's intent to collect a stormwater utility fee as an annual special assessment through their offices, but no immediate implementation is planned. He further explained that the Town will determine the specific assessment amount through the Request for Qualifications (RFQ) process with a contractor, and bring that information forward at a future meeting for discussion and approval.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Vice Mayor Moorhouse made a motion to approve Resolution No. R-02-2024. Councilmember Mason seconded the motion. Motion passed 5-0.

7. QUASI-JUDICIAL HEARINGS:

a. None.

8. MISCELLANEOUS:

a. Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $400,000.00 with

$200,000.00 (50%) coming from the State as a grant and $200,000.00 (50%) coming from the Town as our match for the Lantana Bicentennial Park Improvement Project.

Mayor Lythgoe introduced the agenda item.

Eddie Crockett, Public Services Director, provided an overview of the project and answered questions from the Councilmembers.

There were no public comments.

There was discussion among the Councilmembers.

Motion: Councilmember Mason made a motion to accept the Grant Award from the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $400,000.00 with $200,000.00 (50%) coming from the State as a grant and $200,000.00 (50%) coming from the Town as our match for the Lantana Bicentennial Park Improvement Project and to authorize the Town Manager to execute the Grant Agreement and any other documents he deems necessary and prudent to administer this grant. Vice Mayor Pro Tem Zeitler seconded the motion. Motion passed 5-0.

b. Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $150,000.00 with $112,500.00 (75%) coming from the State as a grant and $37,500.00 (25%) coming from the Town as our match for the Lantana Maddock Park Improvement Project.

Mayor Lythgoe introduced the agenda item.

Eddie Crockett, Public Services Director, provided an overview of the project and answered questions from the Councilmembers.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Councilmember Mason made a motion to accept the Grant Award from the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $150,000.00 with $112,500.00 (75%) coming from the State as a grant and $37,500.00 (25%) coming from the Town as our match for the Lantana Maddock Park Improvement Project and to authorize the Town Manager to execute the Grant Agreement and any other documents he deems necessary and prudent to administer this grant. Vice Mayor Moorhouse seconded the motion. Motion passed 5-0.

c. Consideration of awarding a contract to FG Construction, LLC for S Broadway and W Pine St Water Main Improvements in the amount of $2,048,950.00.

Mayor Lythgoe introduced the agenda item.

Eddie Crockett, Public Services Director, provided an overview of the agreement and answered questions from the Councilmembers.

Mr. Crockett noted that this is the first time the Town has done business with this vendor, in response to a question from Mayor Lythgoe.

There were no public comments.

There was discussion among the Councilmembers.

Motion: Vice Mayor Moorhouse made a motion to approve awarding a contract to FG Construction, LLC for S Broadway and W Pine St Water Main Improvements in the amount of $2,048,950.00 and authorize the Town Manager to execute this agreement and any amendments thereto. Councilmember Mason seconded the motion. Motion passed 5-0.

d. Consideration of CSA No. 2023-06 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $122,744.55 for the S Broadway and W Pine St Water Main Improvement Project General Construction Services.

Mayor Lythgoe introduced the agenda item.

Eddie Crockett, Public Services Director, provided an overview of the project and answered questions from the Councilmembers.

There were no public comments.

There was discussion among the Councilmembers.

Motion: Councilmember Mason made a motion to approve CSA No. 2023-06 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $122,744.55 for the general construction services during the construction of the proposed improvements and to authorize the Town Manager to execute the CSA and any amendments thereto. Vice Mayor Pro Tem Zeitler seconded the motion. Motion passed 5-0.

e. Consideration of authorizing the purchase of one (1) 2024 Toyota Tundra Crew Max SR5 vehicle from Alan Jay Fleet Sales in the amount of $49,059.00.

Mayor Lythgoe introduced the agenda item.

Sean Scheller, Police Chief, provided an overview of the item, explained the vehicle's use and answered questions from the Councilmembers. He reviewed the ARPA funding (or clarified) it in response to Councilmember Mason.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Councilmember Castle made a motion to approve the purchase of one (1) 2024 Toyota Tundra Crew Max SR5 from Alan Jay Fleet Sales in the amount of $49,059.00 from American

Rescue Plan Act (ARPA) funds. Vice Mayor Moorhouse seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS: (40:14)

Oscar Santalo, Pro Baseball Academy, 9234 Olmstead Dr., Lake Worth, FL, 33467, addressed the Town Council following the Town's recent agreement with his company to manage and operate the Youth Baseball League at the Lantana Sports Complex.

Martha McPherson, 139 N. 13th Pl, Lantana 33462, questioned why the Town Council approved two (2) car washes so close on Lantana Rd. She spoke about the car wash construction project taking place in the lot behind her house harming her property and her health, and disrupting her sleep. She read aloud complaints about the Lantana Rd development and businesses, and alleged kick-backs. She accused the Town Council of prioritizing revenue over residents and raised concerns about the color of her water.

Phillip Terrano, 4789 Dolphin Dr., Lake Worth, 33463, raised concerns about Oscar Santalo, the Town's contractor for the Sports Provider Program at the Lantana Sports Complex, and distributed handouts alleging contractual violations and unethical transactions.

Nick Budjinski, 4794 Dolphin Dr, Lake Worth 33463, following the previous comments from Mr. Terrano, spoke about his prior experience as a coach at the Lantana Sports Complex during 2018 and 2019, the fees and services his company paid the Town in comparison to Oscar Santalo's company.

Adam Cullen, 100 Waterway Dr. Unit 204, Lantana 33462, expressed his dissatisfaction with the Lantana Police Department, Police Chief, and Town Manager regarding his experience during a recent car accident. He specifically raised concerns about the way he the treatment he received from an officer as an African American.

Carlo Simone, 806 E. Windward Way. Apt 524, Lantana 33462, asked if improvements can be made to the roads and the aging buildings along Lantana Rd. and S. Dixie Hwy. He also expressed concerns with the color of the water.

Mayor Lythgoe highlighted the Town's ongoing beautification efforts, following Mr. Simone's comments. Town Manager Raducci provided an update on the upcoming media filter replacement project, scheduled for next month to address Mr. Simone's water color concern comments.

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

Mayor Lythgoe reviewed the upcoming dates and events. Mayor Lythgoe announced that on the first and third Saturday of the month, the First Baptist Church has a Brown Box Food Distribution Program, and encouraged anyone interested to help and donate.

11. COUNCIL COMMENTS:

Vice Mayor Moorhouse addressed rumors circulating about Ocean Ave. He clarified that although there are certain properties along the north side of Ocean Ave. slated to be demolished, there are no plans for construction fencing and the area will be resodded and thoughtfully landscaped to minimize visual impact throughout the process.

Councilmember Mason advocated for future vacancies to be filled directly from the commission's alternate members, following the recent Planning Commission appointment. He outlined his rationale for prioritizing alternates when vacancies arise.

A discussion ensued among the Councilmembers.

Vice Mayor Moorhouse acknowledged Councilmember Mason's points but disagreed with that approach. He said there are qualified individuals with prior experience on the Planning Commission (both in Lantana and elsewhere) or who serve the Town in another capacity who should not be automatically bypassed when filling a vacancy on the commission.

Vice Mayor Pro Tem Zeitler suggested other factors the Town Council should consider when filling Planning Commission vacancies such as the current geographic representation of the commission and the applicant's attendance at the Town Council meetings.

Councilmember Castle concurred with Councilmember Mason and Vice Mayor Pro Tem Zeitler’s above points and concerns. He expressed his reservations about automatically promoting alternates and spoke about the importance of ensuring the commission maintains the highest level of qualification and expertise.

There were no further comments.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:05 p.m.

_____
Mayor Karen Lythgoe

ATTEST:

_____
Kathleen Dominguez, CMC, Town Clerk

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Nicole Dritz, Development Services Director

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: January 22, 2024

AGENDA ITEM: Consideration of a request for an additional 6-month extension for a previously approved Variance for the property located at 221 N Atlantic Dr (Case #: VAR23-0009).

ISSUE/BACKGROUND:

Each variance request that is approved by the Town Council becomes void if not exercised within six (6) months of the date granted. Applicants have the ability to make a written request to the Town Council before the six (6) months has expired if they wish to seek an extension.

The applicant of a previously approved variance (VAR23-0009) for a property located at 221 N Atlantic Dr has submitted an extension request.

On 06/26/2023, the applicant's attorney explained to the Council that the property owner wished to install a boat lift on an existing non-conforming 121.9-foot dock. The Town Code limits docks to 100-feet in length. The applicant has explained that they still wish to install the boatlift, however required permitting through the Army Corps of Engineers is taking longer than expected.

The variance request within the previously approved application includes:

1. request to allow a maximum 121.9-foot dock length where a maximum 100-foot dock length is permitted (VAR23-0009).

The applicant is requesting an additional six (6) months to exercise the variance, pursuant to Section 23-63(b)(4).

ATTACHMENT(S):

1. Request Letter.pdf
2. VAR23-0009 Development Order.pdf

SAMPLE MOTION:

I move to (approve)(disapprove) the extension request for the previously approved variance (VAR23-0009) for the property located at 221 N Atlantic Dr.

December 22, 2023

Lantana Town Council
500 Greynolds Circle
Lantana, FL 33462
via hand delivery

Re: Variance VAR23-0009 for 221 N. Atlantic Drive

Dear Town Council,

We are writing to request a 6 month extension of VAR23-0009 for the dock at 221 N. Atlantic Drive. We are awaiting the Army Corps approval for the project and can't move forward with the Lantana permit application without it.

We are expecting the Army Corps permit issuance within days and will immediately submit our permit application package to the Town upon its receipt.

Please acknowledge receipt of this request and confirmation of the extension. If more information is needed, please reach out to me.

Thank you!

Sincerely,

Stacy Sanborn, authorized representative (permit expeditor)
Must Be Right Enterprises
1025 SW Martin Downs Blvd #205
Palm City, FL 34990
sas@mustberight.com
561-308-9641

ORDER OF THE TOWN COUNCIL
TOWN OF LANTANA

Case No.: **VAR23-0009** Variance for relief from Section 23-134(a)(2) of the Town Code of Ordinances to allow a maximum 121.9-foot dock length where a maximum 100-foot dock length is permitted, for the property located at 221 North Atlantic Drive.

In Re: Jennifer Johnson, Owner

Property Location: 221 North Atlantic Drive, Lantana, Florida 33462

Legal Description: HYPOLUXO ISLAND ADD LTS 7 & 8

Property Control Number: 40-43-45-03-01-000-0070

ORDER APPROVING APPLICATION

This cause came on to be heard upon the above application and the Lantana Town Council having considered the evidence presented by the applicant and other interested persons at a properly noticed hearing, called and held on June 26, 2023, and the Town Council having considered the recommendations of the Development Services Director and the Zoning Board of Appeals and being otherwise duly advised,

THEREUPON, THE LANTANA TOWN COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. The property which is the subject of said application is classified and zoned within the R1A - Residential District by the Zoning Code of the Town of Lantana.
2. The applicant seeks a variance under the Lantana Zoning Code.
3. Under the provisions of such code, the Town Council has the right, power, and authority to act upon the application herein made.
4. In the judgment of the Town Council, the public convenience and welfare will best be served by **APPROVING** the application.

IT IS THEREUPON CONSIDERED, ORDERED AND ADJUDGED BY THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AS FOLLOWS:

The application for Variance, Case No. VAR23-0009 for the subject property located within the Town of Lantana, Palm Beach County, Florida, to permit the following:

1. To allow a maximum 121.9-foot dock length where a maximum 100-foot dock length is permitted.

is hereby **APPROVED** since the Town Council hereby finds that the applicant meets all standards set forth in Section 23-63(b)(1) of the Town Zoning Code.

In accordance with Section 23-63(b)(4) of the Town Zoning Code, all Variances shall become void if not exercised within six (6) months of the date granted. Before the six (6) months has expired, the applicant may make a written request to the Town Council for an additional six (6) month extension. Any further extension of time shall require a new application and will be processed as a new case.

DONE AND ORDERED THIS 13 day of July, 2023.

Karen Lythgoe

KAREN LYTHGOE, MAYOR

ATTEST:

Kathleen Dominguez

TOWN CLERK

cc: Original/File
Certified Copy/Applicant
Copy/Building Official
Copy/Town Attorney

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: January 22, 2024

AGENDA ITEM: Consideration of entering into a Grant Agreement with the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $1,800,000.00 with $900,000.00 (50%) coming from the State as a grant and $900,000.00 (50%) coming from the Town as our match for the Lantana Seawall Hardening Project.

ISSUE/BACKGROUND:

On 09/01/2022, Town staff worked in conjunction with our professional grant writer to submit through the Florida Department of Environmental Protection (FDEP) a grant application to rehabilitate the Bicentennial Park Seawall in the amount of $900,000.00 (with a Town match of $900,000.00 or 50% for a total of $1,800,000.00). The proposed improvements include rehabilitating almost 2,100 linear feet of existing public seawall directly adjacent to high- density, multi-family housing, commercial structures and a major roadway.

The grant agreement is for a period that begins 07/01/2023 and expires on 06/30/2026. The Town's match of $900,000.00 (50%) will come from available reserves and will be provided during the FY 2023/24 mid-year budget amendment (March/April 2024).

Staff recommends approval of the grant agreement, which has been reviewed and approved by the Town Attorney for legal sufficiency.

ATTACHMENT(S):

1. 24SRP62 Town of Lantana Seawall Hardening - For Execution.pdf

SAMPLE MOTION:

I move to (accept) (reject) the Grant Award from the State of Florida Department of Environmental Protection for FY 2023-2024 for funding in the amount of $1,800,000 with $900,000 (50%) coming from the State as a grant and $900,000 (50%) coming from the Town as our match for the Lantana Seawall Hardening Project and to authorize the Town Manager to execute the Grant Agreement and any other documents he deems necessary and prudent to administer this grant.

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): **Town of Lantana Seawall Hardening**
Agreement Number: **24SRP62**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Lantana** Entity Type: **Local Government**

Grantee Address: **500 Greynolds Circle, Lantana, FL 33462** FEID: **59-6000359** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **Town of Lantana, FL**

Project Description: **The project will rehabilitate almost 2,100 linear feet of existing public seawall directly adjacent to high-density, multi-family housing, commercial structures, and a major roadway.**

5. Total Amount of Funding: **$ 900,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**FY 2023/2024 GAA #1819**	$ **900,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **900,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **1,800,000.00**

6. Department's Grant Manager

Name: **Andrea Pelton** or successor

Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399

Phone: **850-245-2186**

Email: **Andrea.Pelton@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Vanessa Holloway** or successor

Address: **Town of Lantana**
510 W. Pine St.
Lantana, FL 33462

Phone: **561-560-5766**

Email: **vholloway@lantana.org**

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, and 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):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
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.

Town of Lantana **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Brian Raducci, Town Manager

Print Name and Title of Person Signing

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

By _____
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, Andrea Pelton

_____

DEP QC Reviewer, Hanna Tillotson

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. 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 (i.e., cost reimbursement) 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 cost reimbursement 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. 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. 24SRP62

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 Town of Lantana Sewall Hardening. 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 $900,000.00 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. The final payment will not be processed until the match requirement has been met.
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.

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. 24SRP62

ATTACHMENT 3

PROJECT TITLE: Town of Lantana Seawall Hardening

PROJECT LOCATION: The Project is located in the Town of Lantana within Palm Beach County, Florida.

PROJECT DESCRIPTION:
The Town of Lantana (Grantee) will conduct the Town of Lantana Seawall Hardening Project (Project). The Project will reconstruct almost 2,100 linear feet of existing public seawall directly adjacent to high-density, multi-family housing, commercial structures, and a major roadway. The purpose of the Project is to protect public safety from sea-level rise, high tides, wet weather events, and storm-related surge flooding. The current condition of the Bicentennial Park Seawall is unstable and insufficient for community protection from rising water levels and flooding events. Project construction will include mobilization, traffic maintenance, site excavation, temporary bracing, helical anchoring and installation, and site restoration

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 the Seawall Hardening Project as described above, 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 all 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; and
- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 3: Bidding and Contractor Selection

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process in order to select one or more qualified and licensed contractors to complete construction of the Seawall Hardening Project, as described above.

Deliverables: The Grantee will submit:

- **3.1:** The public notice of advertisement for the bid;
- **3.2:** The final bid package including all inquiries, questions, comments regarding the bid; and
- **3.3:** A written notice of the selected contractor(s)

Task 4: Construction

Description: The Grantee will rehabilitate almost 2,100 linear feet of existing public seawall 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:

- **4.1:** A copy of the record (as-built) drawings;
- **4.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **4.3:** 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	7/1/2023	30 Days before commencing Construction
2	Design and Permitting	Contractual Services	$56,000	$56,000	$112,000	7/1/2023	9/1/2024
3	Bidding and Contractor Selection	Contractual Services	$12,000	$12,000	$24,000	7/1/2023	12/1/2024
4	Construction	Contractual Services	$832,000	$832,000	$1,664,000	7/1/2023	3/31/2026
		Total:	**$900,000**	**$900,000**	**$1,800,000**		

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
				$	
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
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	$900,000.00	140065
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	$900,000.00	

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.

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. 24SRP62

TOWN OF LANTANA SEAWALL HARDENING

Town of Lantana

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: 24SRP62

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: 24SRP62

Project Title: Town of Lantana Seawall Hardening

Grantee: Town of Lantana

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.

The Town of Lantana 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: Vanessa Holloway

Title: Contract Administrator

Signature: Vanessa Holloway Digitally signed by Vanessa Holloway Date: 2023.08.09 13:57:00 -04'00' Date: 08/09/2023

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Vanessa Holloway, Contract and Grants Administrator

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: January 22, 2024

AGENDA ITEM: Consideration of CSA No. 2024-01 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $131,934.65 for the Bicentennial Park Seawall project.

ISSUE/BACKGROUND:

The Town of Lantana has received State of Florida Grant funding to harden the Bicentennial Park Seawall. The Town has requested a proposal for engineering design, permitting and bidding services from the Town's Engineering Firm, Baxter & Woodman, Inc. (B&W) to design improvements to the existing seawall extending along the north and northeast limits of Bicentennial Park. The scope of work also includes preparing a Sea Level Impact Projection (SLIP) Study and providing engineering plans and information required under the funding agreement. Accordingly, B&W compiled a scope of work to accomplish this work, which our professional staff and our consultant have reviewed. Staff recommends approval of CSA 2024-01; this service will include Design, Permitting, and Bidding assistance. The total cost for the CSA is $131,934.65.

ATTACHMENT(S):

1. CSA 2024-01 Bicentennial Park Seawall Hardening R.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) CSA No. 2024-01 with Baxter & Woodman, Inc. authorizing engineering services in the amount of $131,934.65 and to authorize the Town Manager to execute the CSA and any amendments thereto.

TOWN OF LANTANA
BAXTER & WOODMAN, INC.
CONSULTANT SERVICE AUTHORIZATION NO. 2024-01

Bicentennial Park Seawall Hardening

Date: January 16, 2024

CSA NO. 2024-01 FOR PROFESSIONAL CONSULTING SERVICES: Engineering services for design, permitting, grant assistance and bidding services for the Town of Lantana Bicentennial Park Seawall Hardening project.

The Town of Lantana has entered into an engineering consulting services agreement entitled "Agreement for Professional Engineering Services" with Baxter & Woodman ("B&W") on the 12th day of March, 2001, as extended by a "First Addendum" dated February 27th, 2006, as amended by a "Second Addendum" dated November 27, 2006, as amended by a "Third Addendum" dated February 14, 2011, as amended by a "Fourth Addendum" dated January 25, 2016, as amended by a "Fifth Addendum" dated August 22, 2016, as amended by a "Sixth Addendum" dated September 9, 2019, and as amended by a "Seventh Addendum" dated March 12, 2021 and as amended by an "Eighth Addendum" dated March 22, 2022 (the "Agreement"). This B&W Services Authorization ("CSA") shall be performed under the terms and conditions described in that Agreement.

PROJECT DESCRIPTION

The Town of Lantana has received State of Florida Grant funding for the purposes of hardening of the Bicentennial Park Seawall. The Town has requested a proposal for engineering design, permitting and bidding services from B&W for the design of improvements to approximately 550 linear feet of existing seawall extending along the north and northeast limits of Bicentennial Park. Refer to ***Figure 1***. The scope of work also includes provision of engineering plans and information required under the funding agreement.



Figure 1

BAXTER & WOODMAN

SCOPE OF SERVICES

Task 1: ***Project Management, Data Collection, Meetings & Grant Assistance***

Task 1.1 *Project Management & Grant Assistance*

- B&W shall provide project management coordination for the design project, including scheduling and conducting meetings between Town staff and the design team, team coordination for receipt of comments, addressing comments, design coordination relative to site improvements, specifications and cost estimate submittals, etc. B&W shall provide internal quality control and coordination for the design documents and shall provide a detailed review prior to each document submittal to the Town.

- Contract documents and deliverables shall meet the stated format requirements and project timeline of the FDEP Grant Work Plan Agreement No. 24SRP62 between the Town and the FDEP. B&W shall assist in providing the Town with the necessary engineering and permitting documentation for the Town's submittal to the FDEP.

- Identification of sea level rise and coastal impacts relative to the design.

Task 1.2 *Project Kickoff Meeting*

- B&W shall schedule and attend a project kickoff meeting with the Town to identify the design elements and to discuss issues pertaining to the project.
- The Town shall provide available as-built information for the seawall.

Task 1.3 *Topographic Survey*

- B&W shall utilize the services of a professional survey subconsultant to obtain topographic survey of the existing seawall. Elevations shall be taken at 50-foot intervals of the ground at waterward face of the seawall, top of seawall cap, at the existing sidewalk and 5 feet landward side beyond the sidewalk. Florida state plans 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum shall be utilized.

Task 1.4 *Geotechnical Report*

- B&W shall utilize the services of a professional geotechnical engineering subconsultant to obtain two (2) Standard Penetration Test (SPT) soil borings to a depth of 50 feet and prepare a geotechnical analysis and report.

Task 1.5 *Benthic Survey*

- *B&W shall utilize the services of an environmental consultant to conduct a marine benthic survey in conformance with the USACE Submerged Aquatic Vegetation Guidelines. A benthic resource/seagrass map for use the permitting applications.*

Task 1.6 *60% Design Review Meeting*

- B&W design team shall attend one meeting with Town staff to review and discuss the 60% submittal and receive the Town's comments.

Task 1.7 *100% Design Review Meeting*

- B&W design team shall attend one meeting with Town staff to review and discuss the 100% submittal and receive the Town's final comments.

Task 2: ***Final Design***

Final design shall consist of the preparation of Contract Documents consisting of Contract Drawings (plans and details), Contract Specifications, and Final Construction Cost Opinion for the seawall improvements (60% and 100% Design Stages). A summary of the work items to be performed as part of Task No. 3 are included herein.

Task 2.1 *60% Design*

- Evaluate up to three alternative structure types for the proposed retaining seawall considering factors such as construction cost, suitability of soil conditions, geotechnical report results, aesthetics, and durability. Prepare a brief memo for review by the Town with recommended wall type, preliminary cost estimates, and sketches as appropriate. The anticipated retaining wall type is precast concrete sheet piling following FDOT standard plans, unless another type is warranted based on soil conditions.

- Discuss sea level rise and coastal flooding impacts with regards to the design.

- Prepare plan sheet(s) showing the general layout of the retaining wall and typical cross section(s). Submit plans for review by the Town. (.pdf electronic format).

- Prepare preliminary opinion of construction cost for retaining wall construction based on estimated quantities and unit prices. (.pdf electronic format).

Task 2.2 *100% Design*

- B&W shall meet with the Town to discuss comments on the 60% submittal. Based upon the approval of the design layout recommended seawall design, B&W shall prepare 100% design documents consisting of final Drawings showing retaining seawall details, termination details, cast-in-place concrete cap, and special details such as storm sewer outlets or railing attachments as needed. B&W shall prepare an Opinion of Cost based on the 100% level of design.

- B&W shall meet with the Town to discuss comments on the 100% submittals B&W shall prepare Final Bid Set Documents which will incorporate comments received at the meeting. B&W shall furnish with the Bid Set, design drawings in PDF and native AutoCAD Version 2020 files and technical specifications in PDF and .docx format for the Town's use in advertising for bids on "Demand Star".

Task 3: ***Permitting***

During the Final Design Phase, B&W shall utilize the services of an environmental subconsultant to coordinate the potential permitting and other interested agencies to determine all potential permitting requirements. Associated permit application fees shall be determined by B&W and paid by Town. In addition to preparing the permit applications for appropriate regulatory agencies, B&W shall assist the Town in consultations with the appropriate authorities and in the responses for additional information as requested. A copy of the final permits shall be included in the Bid Set documents. Agencies anticipated to require permit application:

Task 3.1 Florida Department of Environmental Protection (FDEP) Individual Environmental Resource Permit (ERP)

Task 3.2 US Army Corps of Engineers (USACOE) Section 404 Individual Dredge-Fill Permit. This application includes completion of the "*Checklist of Information Needed to Complete Section 7 Consultants, Manatee Biological Evaluation Form".*

Note that this scope of work does not include impact identification services, preparation of mitigation plans nor permit application fees.

Task 4: ***Bidding Services***

Task 4.1 Bid Advertisement - B&W shall assist the Town in advertising for and obtaining bids or negotiating proposals for construction. It is anticipated that work shall be awarded under a single construction contract. The Town will be responsible for providing Contract Documents to the prospective bidders.

Task 4.2 Pre-Bid Conference - B&W shall conduct pre-bid conference in conjunction with Town staff and provide a written summary of issues discussed.

Task 4.3 Bid Clarification/Addenda - B&W shall prepare addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The Town shall submit any addenda to the prospective bidders.

Task 4.4 Contract Award - B&W shall attend the bid opening, prepare bid tabulation sheets (if required) and assist the Town in evaluating bids and proposals (for the low bidder), and in assisting the Town in assembling and awarding contract for construction. B&W shall submit to Town written recommendation concerning contract award.

ASSUMPTIONS

1. Scope of work does not include property search or acquisition services, impact mitigation plans for protected flora and fauna.
2. Landscape and irrigation will not be included in design.
3. The Town shall be responsible to pay for all permit application fees.
4. Town personnel will assist in field verification of affected existing Town facilities.
5. Construction administration and inspection services are not included.

CONTRACT PERFORMANCE

Proposed fees and schedule for completion of tasks listed above are summarized below. The schedule aligns with the FDEP Grant Work Plan Agreement No. 24SRP62 and B&W shall endeavor to work within the schedule set forth.

COMPLETION DATES

The proposed schedule of work is as follows:

	FDEP Work Plan Agreement Deadlines
Tasks 1-3 – Design & Permitting Services	
Start Date	1/2/2024 *
Completion Date	9/2/2024
Task 4 – Bidding Start Date	10/27/2024

*Tasks will begin upon Town's contract NTP

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expense for engineering services is estimated to be **$131,934.65 (Lump Sum).** Refer to **Attachment A** for a breakdown.

ATTACHMENT A

Town of Lantana

Bicentennial Park Seawall Hardening

Baxter & Woodman, Inc. Fee Table (1/16/2024)

Task No.	Task Description	Labor Classification and Hourly Rates							
		Principal Engineer $178.61	Senior Engineer II $162.37	Engineer I $124.49	Senior Structural Engineer $162.37	Senior Engineer Tech $119.07	Clerical $75.78	Total Labor	Sub-Consultant Services
1	**Project Management, Data Collection & Grant Assistance**								
1.1	Project Management & Grant Assistance	35	15	35	20			$16,291.45	
1.2	Kickoff Meeting	3	3		2			$1,347.68	
1.3	Topographic Survey			2		4		$725.26	$4,250.00
1.4	Geotechnical			2		4		$725.26	$13,569.00
1.5	Benthic Survey		8	4		4		$2,273.20	(see Task 4)
1.6	60% Design Review Meeting		3	3	2			$1,185.32	
1.7	100% Design Review Meeting		3	3	2			$1,185.32	
	Subtotal	38	32	49	26	12	0	**$23,733.49**	**$17,819.00**
2	**Final Design**								
	Construction Documents for Seawall Design								
2.1	60% Design (Plan, details, Technical Memorandum, cost estimate)	8	20	30	42	25		$18,207.27	
2.2	100% Design (Plan, details, cost estimate, specifications)	8	10	10	162	10	10	$32,549.92	
	Subtotal	16	30	40	204	35	10	**$50,757.19**	**$0.00**
3	**Permitting**								
3.1	FDEP Individual Environmental Resource Permit		4	4		6		$1,861.86	
3.2	USACOE Section 404 Individual Dredge/Fill Permit		4	4		6		$1,861.86	
	CECOS Environmental Subconsultant (incl Benthic Survey)								**$26,000.00**
	Subtotal	0	8	8	0	12	0	**$3,723.72**	**$26,000.00**
4	**Bidding Services**								
4.1	Bid Advertisement		2	1		4		$925.51	
4.2	Pre-Bid Conference		2	2	2			$898.46	
4.3	Bid Clarification		2		8			$1,623.70	
4.4	Contract Award Recommendation		2	6				$1,071.68	
	Subtotal	0	8	9	10	4	0	**$4,519.35**	**$0.00**
	Labor Subtotal Hours	54	78	106	240	63	10		
	Labor Subtotal Costs	$9,644.94	$12,664.86	$13,195.94	$38,968.80	$7,501.41	$757.80	**$82,733.75**	**$43,819.00**
	Labor Total Costs	**$82,733.75**							
	Subconsultant Costs Total	$43,819.00							
	Subconsultant Multiplier	1.1							
	Subconsultant Total	**$48,200.90**							
	Reimbursable Expenses (printing, postage, mileage)	**$1,000.00**							
	Project Total (Lump Sum)	**$131,934.65**							

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF LANTANA

Date: _____

_____
Town Manager

Attest: _____

_____
Reviewed by: Town Attorney

BAXTER & WOODMAN, INC.

Date: JANUARY 16, 2024

_____
Rebecca Travis, P.E., Exec. Vice President

Attest: _____

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 2024 by Rebecca Travis, Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ _____ and (did/did not) take an oath.

_____
Signature of person taking Acknowledgement

_____
Signature of Acknowledger Typed, Printed or Stamped

Notary Public State of Florida
Lisa G Broz
My Commission
HH 192256
Exp.10/28/2025

TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8c

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, Town Manager

MEETING DATE: January 22, 2024

AGENDA ITEM: Consideration of awarding a contract to Odyssey Manufacturing Co. for a 50-ton Brine Storage Tank Replacement in the amount of $122,930.40.

ISSUE/BACKGROUND:

On 11/09/2023, the 34-ton brine storage tank failed when the bottom of the tank completely separated from the sides of the tank at the Town's Water Treatment Plant, dumping salt into the containment area. The tank is no longer usable and therefore must be replaced. In order to address the immediate issue, the Town has installed a temporary tank (through a rental agreement) and has put the softening system back online. In order to provide additional capacity for the Town's potential future needs, the permanent replacement tank will be upgraded from 34-tons to 50-tons.

Staff recommends that the Town Council award the contract to Odyssey Manufacturing Co. for the 50-ton brine storage tank replacement for $122,930.40 through a piggyback contract with Odyssey Manufacturing Co. and Pompano Beach.

Funding for the project may be provided from previously awarded American Rescue Plan Act (ARPA) funds or other available reserves and will be provided during the FY 2023/24 mid-year budget amendment (March/April 2024), if necessary.

The Town Attorney has reviewed and approved the piggyback agreement for the 50-ton Brine Tank Replacement for legal sufficiency. The City of Pompano Beach's Piggyback Construction Agreement with Odyssey Manufacturing Co. is on file with the Town Clerk's Office and available for inspection upon request.

ATTACHMENT(S):

1. Odyssey_Manufacturing_Piggyback_Agreement_for_WTP_Brine_Tank_Partially Signed_01-04-2024.pdf
2. Odyssey Quote for the Brine Tank.pdf

SAMPLE MOTION:

I move to (approve) (deny approval of) a contract with Odyssey Manufacturing Co. for the 50-ton Brine Storage Tank Replacement in the amount of $122,930.40 and authorize the Town Manager to execute

this agreement and any amendments thereto.

PIGGYBACK AGREEMENT FOR BRINE TANK REPLACEMENT

THIS PIGGYBACK AGREEMENT FOR BRINE TANK REPLACEMENT ("Agreement") is made and entered into this _____ day of January, 2024 ("Effective Date") by and between the Town of Lantana, Florida ("Town") whose address is 500 Greynolds Circle, Lantana, Florida 33462, and Odyssey Manufacturing Co., a Delaware corporation authorized to do business in Florida ("Odyssey") whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619.

WITNESSETH

WHEREAS, the Town's existing 34-ton brine tank has completely failed, as the bottom has completely separated from the sides of the tank at the Town's Water Treatment Plant ("WTP"); and

WHEREAS, the Palm Beach County Department of Health requires that the Town re-establish water softening capabilities within nine (9) days of the tank failure; and

WHEREAS, on November 14, 2022 the City of Pompano entered into a contract for chemical system maintenance with Odyssey Manufacturing Co. pursuant to RFQ E-19-22 ("Pompano Contract"), which is incorporated herein and made a part hereof by reference; and

WHEREAS, on November 24, 2023, Odyssey submitted a proposal to the Town for WTP Brine Tank Replacement, through which Odyssey proposes a new 50-ton permanent brine tank; and

WHEREAS, the Town desires to enter into this Agreement with Odyssey for the installation a 50-ton brine tank by piggy-backing off of the City of Pompano's chemical system maintenance contract; and

WHEREAS, Odyssey has agreed to honor the prices and terms and conditions of the Pompano Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein.

SECTION 2. The terms and conditions of this Agreement shall include the terms and conditions of the Pompano Contract, City of Pompano's RFQ E-19-22, Odyssey's Response to the City of

Pompano's RFQ, and all documentation required thereunder, all of which is incorporated herein and made a part hereof by reference ("Pompano Contract Documents") and Odyssey's Proposal to the Town for WTP Brine Tank Rental, dated November 12, 2023, which is attached hereto as Exhibit A. Both parties hereby agree and acknowledge that this Agreement, together with the incorporated and the attached documents and all bonds or insurance documents referencing the "Town of Lantana" pursuant to the RFQ's requirements, shall constitute the entire Agreement.

SECTION 3. Notice as required by this Agreement shall be sufficient when sent by overnight courier or hand delivered to the parties at the following addresses:

Town:	**Contractor:**
Town of Lantana	Odyssey Manufacturing Co.
500 Greynolds Circle	1484 Massaro Boulevard
Lantana, Florida 33462	Tampa, Florida 33619
Attn: Brian K. Raducci, Town Manager	Attn: Patrick H. Allman

SECTION 4. The Town may terminate this agreement with or without cause by providing thirty (30) days written notice to Odyssey. In the event of any such termination, so long as Odyssey is not in material breach of this Agreement, Odyssey shall be paid for all work performed to the Town's reasonable satisfaction up to the date of such termination. All other termination provisions shall be as set forth in the Pompano Contract.

SECTION 5. Pursuant to Chapter 119, *Florida Statutes*, Odyssey shall comply with the public records law by keeping and maintaining public records required by the Town of Lantana in order to perform the service. Upon request from the Town of Lantana's custodian of public records, Odyssey shall provide the Town of Lantana with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Odyssey shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Odyssey does not transfer the records to the Town of Lantana, Odyssey upon completion of the contract, shall transfer, at no cost, to the Town of Lantana all public records in possession of the Odyssey or keep and maintain public records required by the Town of Lantana in order to perform the service. If the Odyssey transfers all public records to the Town of Lantana upon completion of the contract, the Odyssey shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Odyssey keeps and maintains public records upon completion of the contract, the Odyssey shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Lantana, upon request from the Town of Lantana's custodian of public records, in a format that is compatible with the information technology systems of the Town of Lantana.

IF ODYSSEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ODYSSEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE TOWN CLERK LOCATED AT 500 GREYNOLDS CIRCLE, LANTANA, FLORIDA 33463, PHONE NUMBER (561) 540-5000, EMAIL: KDOMINGUEZ@LANTANA.ORG

SECTION 6. Notwithstanding any conflicting terms or provisions contained in the Pompano Contract Documents or set forth in any exhibit attached hereto, jurisdiction and venue for any dispute related to this Agreement shall lie in a court of competent jurisdiction in Palm Beach County, Florida. Additionally, in the event any dispute resolution proceeding related to this Agreement is commenced, each party shall bear its own attorneys' fees and costs, including fees and costs on appeal.

SECTION 7. If any terms or conditions as set forth in this Agreement, the Pompano Contract, RFQ E-19-22, Odyssey's Response thereto and/or Odyssey's Proposal to the Town should be in conflict, the terms and conditions set forth in this Agreement shall prevail, then Odyssey's Proposal to the Town, then the Pompano Contract, then Pompano's RFQ E-19-22, and then the Contractor's Response thereto, in that order.

SECTION 8. The term of this Agreement shall be from the Effective Date until the Work contemplated herein has achieved final completion. Products, parts and supplies may be procured by Odyssey immediately following the Effective Date. Payment to Odyssey for will be made upon delivery of same to the Town onsite at the WTP.

SECTION 9. The time to achieve substantial and final completion of the Work will be set forth in the Notice to Proceed, which will be issued within 10 business days of Odyssey taking physical possession of the 50-ton brine tank, which is the subject of this Agreement.

TOWN OF LANTANA:

Brian K. Raducci, Town Manager

Odyssey Manufacturing Co.

Patrick H. Allman, General Manager

ATTEST:

(SEAL)

Kathleen Dominguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

R. Max Lohman, Town Attorney

ODYSSEY
MANUFACTURING CO.

January 10, 2024

Mr. Jerry L. Darr
Assistant Utilities Director
Town of Lantana
510 West Pine Street
Lantana, FL 33462

Re: BRINE STORAGE TANK REPLACEMENT FOR TOWN OF LANTANA WTP

Encl: (1) Brine Maker Quotation #IBM2452Q1 dated 11/15/2023

Dear Jerry,

Odyssey Manufacturing Co. ("Odyssey") is pleased to provide this ***revised*** proposal to provide a replacement brine tank and associated brine and water piping for the Town of Lantana Water Treatment Plant (WTP). The work would be performed under a piggyback arrangement using the City of Pompano Beach Chemical System Installation and Maintenance Contract. As you know, Odyssey is one of the largest chemical suppliers in the southeast (we sell sodium hypochlorite from our Lantana facility to the Town of Lantana). In addition, we are a licensed general and plumbing contractor who specializes in chemical system work. Odyssey Engineering Co. provides engineering and permitting support on all of our installations. We have designed and installed over 3,500 chemical systems in Florida over the past twenty years including the sodium hypochlorite storage tanks at the Town of Lantana. We have installed over a dozen brine tanks in Florida most recently we replaced the brine tanks at the City of Margate WTP and also the WWTP. ***This proposal was revised to update the pricing and scope of work.***

As you know, the existing Town of Lantana 34-ton brine tank fractured completely between the base and sidewall and cannot be repaired. Given that salt deliveries are typically 25 – 27 tons, the existing size is too small to accommodate full tanker deliveries without the danger or running out. As such, Odyssey proposes to supply a 50-ton brine storage tank or "brine maker". The design specifications are as follows:

- Size: 50 Ton Fiberglass Brine maker
- Vessel Production Method: Filament Winding
- Resin: Fiberglass Isophthalic Polyester
- Vessel Dimensions: 12' diameter x 14' tall
- Vessel Volume: 1,583 cubic feet
- Design Standard: ASTM D3299
- Design Temperature: < 130° F
- Design Specific Gravity: 1.3
- Design Pressure: Atmospheric
- Standard Color: White
- Lifting Lugs: SS316
- Anchor Lugs: SS316
- Fabrication Standards: ASTM D3299 / PS-1569
- Design: "Low" Seismic

MANUFACTURERS OF ULTRA CHLOR THE CLEAR SOLUTION (800) ODYSSEY www.odysseymanufacturing.com
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- Wind Loading Design: 180 mph winds and includes separate design calculations for the anchor bolts and the vessel (this added $5,500 to the base price). Had this been done on the front end for your existing brine tank it would not have separated like it did.
- Regulatory: Certified to meet ANSI/NSF Standard 61
- Food Grade Tank Certification: This added a Post Cure to the Vessel (This added $750 to the cost)

The basic features are as follows:

- Salt Inlet Assembly (Fill Line): 4" SS304 fill line with camlok and cap with external supports as required.
- Brine Outlet: 2" flanged connection with internal Schedule 80 PVC collection plenum.
- Top Manway: 24" with SS316 hardware and neoprene gasket with integral 8" SS316 hinged pressure relief inspection port.
- Side Manway: 24" with SS316 hardware and neoprene gasket
- Drain: 2" flange with dip tube w/screen
- Vent Assembly: 8" Flange with Schedule 40 PVC piping and dust bag with SS304 clamps with required external supports.
- Water Inlet: 2" flange with 1" removable internal 170-degree full cone water distribution assembly
- Water Level Control Package: Pressure transducer, controller with relays and 4-20mA repeater, NEMA 4X enclosure for controller, 1" brass solenoid valve, 2" tank flange w/interior screen, 2" x ¼" sensor isolation assembly and installation kit (this added $3,562 to the base price)
- Salt Level Indication: Nivobob 3000 and Controller; 98-253 VAC; 4" tank flange + mounting kit - $4,332
- FRP Ladder Deck with Safety: The safest and easiest way to access your top manway - $2,875
- Fall Protection System for Ladder which is OSHA Compliant: SS construction and harness - $2,175
- Spare Dust Bags: We recommend two at $425 each
- 12" Gravel Bed 7" and 5" layers of NSF/AWWA quartz stone – Most brine makers do not have this, but it improves efficiency and recommended per Morton Salt guidelines - $2,968

As we discussed ion, Odyssey proposes to replace all of the piping adjacent to and on the west side of the brine tank for the brine and water piping. This includes the following:

- Tie into existing 4" potable water header
- From 4" tie-in, install 2" isolation ball valve and new 2" backflow preventer
- Split 2" water line to feed brine tank, hose bib, resin vessels and brine feed pump suctions to dilute brine concentration.
- Run new 2" piping from brine tank to existing brine transfer pumps. Add isolation valve to tank and then another valve downstream with a new actuator. The actuator will open upon regeneration.
- Run discharge piping from brine transfer pumps to existing containment piping where brine piping goes underground.
- Install new pressure regulating valve on brine/water header to resin.
- Install new pressure gage on ½" isolation valve just prior to new pressure regulating valve.
- Re-use existing flowmeter and install just prior to pressure gage.

As part of the work, Odyssey will remove all piping that is old and no longer used. Odyssey will replace any rusted-out pipe supports with SS316 strut and clamps. All potable water piping shall be painted blue. All brine piping shall be painted grey. We will re-use the existing brine pumps (March TE-7.5K-MD

with 2 HP motors wired with 480 VAC, 3-phase power). If you want us to replace these pumps, add $2,400 per pump. At this time, the pumps are in adequate shape and do not need to be replaced but given their age and condition this may be required in the future.

The total installed cost is as follows:

Brine Tank Base Bid with no options	$ 58,850	(Enclosure (1))
Shipping	$ 7,500	(Enclosure (1))
Water Level Control Package	$ 3,562	(Enclosure (1))
Salt Level Indication	$ 4,332	(Enclosure (1)) *
Seismic Design with Calcs	$ 2,750	(Enclosure (1))
Anchor Bolt Calculations	$ 2,750	(Enclosure (1))
FRP Ladder Deck with Safety	$ 2,875	(Enclosure (1))
OSHA Fall Protection System	$ 2,175	(Enclosure (1)) *
Two Spare Dust Bags	$ 850	(Enclosure (1)) *
Post Cure	$ 750	(Enclosure (1)) *
12" Gravel Bed	$ 2,968	(Enclosure (1)) *
Misc. Parts Brine Tank (Piping/Strut/Valves)	$ 3,500	(Odyssey Truck Stock)
Misc. Parts Water/Brine Piping Portion of Work	$ 4,080	(Odyssey Truck Stock)
Total Materials	$ 96,942.00	
20% Contractor Markup	$ 19,388.40	(Town of Pompano Contract)
Total Materials	$116,330.40	
30 hrs. Technician@$105/hr	$ 3,150.00	(Brine Tank Work)
30 hrs Helper@$60/hr	$ 1,800.00	(Brine Tank Work)
10 hrs. Technician@$105/hr	$ 1,050.00	(Additional Piping Work)
10 hrs Helper@$60/hr	$ 600.00	(Additional Piping Work)
Total Project Cost	$122,930.40	

* Items added in our 1/11/2024 Meeting

Thanks for your consideration. The work would be done under the City of Pompano Beach Chemical System Maintenance Contract which I separately sent to you earlier. There is a six-month lead time on the equipment and a one-year parts and labor warranty on the equipment and work.

Sincerely,

Patrick H. Allman
General Manager