



UMATILLA CITY COUNCIL MEETING

November 19, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ACKNOWLEDGEMENT OF CERTIFIED ELECTION RESULTS

SWEARING IN OF NEWLY ELECTED AND RE-ELECTED CITY COUNCIL MEMBERS

ROLL CALL

AGENDA REVIEW

ORGANIZATIONAL MEETING

1. Election of Officers
 - a. Mayor
 - b. Vice Mayor

MINUTES REVIEW

2. Approval of Meeting Minutes
 - November 5, 2024 CRA Minutes
 - November 5, 2024 Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Council addresses such items during this meeting. Public comments are generally limited to three minutes.

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. Final Reading of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County
4. First Reading Ordinance No. 2024-I, Annexation Creech Trust
5. Resolution No. 2024-26, Final Fiscal Year 2024 Budget Amendment

6. Resolution No. 2024-27, Florida Jobs Growth Grant Acceptance

7. Resolution No. 2024-24 Right of Way Vacation Buford Ave

NEW BUSINESS

8. Utility Easement Noplis

DISCUSSION

9. Fees associated with Annexations

10. City Funding Program for Septic to Sewer

REPORTS

11. Staff Reports

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.



UMATILLA COMMITTEE REDEVELOPMENT BOARD (CRA) MEETING

November 5, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

MINUTES

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Community Redevelopment Agency Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Chris Creech, Mayor
Katherine Adams, Council Member
John Nichols, Council Member
Brian Butler, Council Member
Bear Crockett, Council Member

Not Present

ALSO PRESENT

Scott Blankenship, City Manager
Jessica Burnham, City Clerk
Kevin Stone, City Attorney
Aaron Mercer, Development and Public Services Director
Regina Frazier, Finance Director
Amy Stultz, Library Director
Adam Bolton, Chief of Police
Vaughan Nilson, Public Works Director
Misti Lambert, Assistant to the City Manager

MINUTES REVIEW

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

ACTION ITEMS / DISCUSSION ITEMS

1. CRA Grant Application 211 North Central Ave- Glessner

Ms. Lambert provided an overview of the grant application. Ms. Lambert stated that 211 North Central Avenue is located on the northwest corner of State Road 19 and Mitchner Street. The property is zoned C-1 Commercial, and falls within the boundaries of the CRA district, making it eligible for CRA Matching Grant consideration. The building has been vacant since the Southern Magnolia clothing retail business closed in March 2022. The building is 1,528 in floor area. The building is currently owned by Donald M Glessner II Revocable Trust, who purchased the property in September 2024. The scope of work includes refurbishment of exterior walls, removing and replacing exterior windows and doors, exterior painting, exterior electrical wiring for lighting, aluminum awnings, and cleanup upon completion of all work. Color samples and renderings were provided. The applicant is eager to get started, and has already begun the permitting process. The property owner does not have a prospective tenant at this time, but will build out the interior to suit a future tenant after exterior renovation is complete. The following three quotes have been vetted. The applicant elected to have the work completed by the low bidder, G2 Builders LLC.

MOTION BY COUNCIL MEMBER BUTLER TO APPROVE THE GRANT APPLICATION FOR 211 NORTH CENTRAL AVE; SECONDED BY VICE MAYOR ADAMS.

DISCUSSION

2. Possible CRA acquisition - 31 Orange Lane

Mr. Blankenship spoke to the board about the possibility of the city purchasing 31 Orange Lane and using it for city parking.

The board provided Mr. Blankenship with the direction of looking into this further.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:11 p.m.

Jessica Burnham, FCRM
City Clerk



UMATILLA CITY COUNCIL MEETING

November 5, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law Mayor Creech called the Regular City Council Meeting to order at 6:12 and led the Pledge of Allegiance and Pastor Brooks led the Invocation.

ROLL CALL

MEMBERS PRESENT

Chris Creech, Mayor
Katherine Adams, Council Member
John Nichols, Council Member
Brian Butler, Council Member
Bear Crockett, Council Member

Not Present

ALSO PRESENT

Scott Blankenship, City Manager
Jessica Burnham, City Clerk
Kevin Stone, City Attorney
Aaron Mercer, Development and Public Services Director
Regina Frazier, Finance Director
Amy Stultz, Library Director
Adam Bolton, Chief of Police
Vaughan Nilson, Public Works Director
Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

Mayor Creech asked Mr. Blankenship if there were any changes to the agenda. Mr. Blankenship stated that items number four and five are being requested to be moved to the November 19, 2024, Regular City Council Meeting.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE AGENDA WITH THE STATED CHANGES; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of October 1, 2024, Regular City Council Meeting Minutes

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MINUTES; SECONDED BY VICE MAYOR ADAMS; MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Matt Newby, 131 North Central Ave, on behalf of the chamber provided the council with an update on the Christmas parade and all upcoming events.

CONSENT AGENDA

2. Resolution No. 2024-25, FDOT application for Road Closure of SR19 for Cracker Christmas Parade

MOTION BY VICE MAYOR ADAMS TO APPROVE THE CONSENT AGENDA; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

Mayor Creech recuse himself from the next item and will file form 8B with the City Clerk.

3. First Reading of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County

Attorney Stone reads the Ordinance by title.

Ordinance No. 2024-H

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES LOCATED WITHIN THE AREA GENERALLY REFERRED TO AS SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE

Attorney Stone swore in the witness providing testimony for this agenda item.

Mr. Mercer provides the council with an overview of the agenda item.

Attorney Stone opens public comment

Leslie Campione, District 4 Lake County Commissioner, spoke about the process and the history of the agenda

item at the County

Dalton Yancey, 17240 Cooley Road, spoke about a property he recently annexed.

Geffory Presson, Silver Beach Heights, spoke against the agenda item and his concerns about the amendment.

Barbara Johnson, 41237 Silver Dr, spoke about her concerns about the amendment and how she is against it.

Tom Ross, 41612 Silver Dr, stated his concerns about the agenda item and how he was against it.

Logan Wilson, 285 Central Ave, spoke about ISBA and how it will help maintain some of the growth happening.

Attorney Stone closed public comment

MOTION MADE BY COUNCIL MEMBER BUTLER TO APPROVE FIRST READING OF ORDINANCE NO. 2024-H, SECOND AMENDMENT TO ISBA WITH LAKE COUNTY; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Butler	YES
Council Member Nichols	YES
Council Member Crockett	YES
Vice Mayor Adams	YES

- 4. Resolution No. 2024-24 Right of Way Vacation Buford Ave
- *This item was moved to November 19, 2024

NEW BUSINESS

- 5. Utility Easement Noplis
- *This item was moved to November 19, 2024

- 6. Jobs Growth Grant Administrative Contract with Halff Engineering and the City of Umatilla
- Mr. Mercer provided the council with an overview of the item. Mr. Mercer stated that at the City's request, Halff Engineering has submitted an administrative contract for grant services for the Florida Jobs Growth Grant agreement. This grant funding is related to the Lake Fern Industrial Park Project. Halff will provide the necessary oversight for the FloridaCommerce funding contract, which is \$4.8 million dollars. Tasks include information coordination, administration and reporting, financial management, procurement, contracting and final closeout. This \$25,000 is included in the Jobs Growth Grant funding and is not an additional cost to the City.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE JOBS GROWTH GRANT ADMINISTRATIVE CONTRACT WITH HALFF ENGINEERING AND THE CITY OF UMATILLA; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

7. ITB-24-PW-003 State Road 19 Water Line Project Ranking and Award

Mr. Mercer stated that city staff advertised an invitation to bid for the SR19 Water Line Project on August 29, 2024. The City received four bids, with the lowest bid from DB Civil Construction, LLC for \$1,167,910. Rob Ern, P.E., with Halff Engineering reviewed the bids and determined DB Civil to be the lowest qualified bidder. Upon approval of the bid award, staff will bring back a formal contract.

MOTION MADE BY COUNCIL MEMBER NICHOLS TO APPROVE ITB-24-OW-003-STATE ROAD 19 WATER LINE PROJECT RANKING AND AWARD; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

8. Contract Approval to DB Civil Construction, LLC - Central Avenue Lift Station and Force Main

Mr. Mercer stated that city staff is requesting approval of the final contract with DB Civil Construction, LLC for \$2,299,988 for the Central Avenue Lift Station and Force Main Project. This project was bid on August 22, 2024, with results being confirmed by the City Council on September 3, 2024. A performance bond has been submitted and reviewed as well as confirming the construction times listed as substantial completion at 120 days with final completion at 150 days. Halff Engineering has reviewed the contract and support documents and recommends approval

Discussion on the project and how it will affect Central Ave.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CONTRACT WITH DB CIVIL CONSTRUCTION, LLC FOR CENTRAL AVE LIFT STATION AND FORCE MAIN; SECONDED BY VICE MAYOR ADAMS. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

DISCUSSION

9. Fees associated with Annexations

Mr. Blankenship spoke about the fees associated with annexations.

10. City Funding Program for Septic to Sewer

Mr. Blankenship spoke on the possibility of having a program that could help properties switch from septic to sewer.

REPORTS

11. Staff Reports

Attorney Stone spoke about a special master for code enforcement.

Mr. Blankenship had nothing to report.

Council Member Butler had nothing to report.

Council Member Crockett had nothing to report.

Vice Mayor Adams spoke about the recent MPO meeting that she attended.

Council Member Nichols spoke about the young eagles event that happened last Saturday at the airport.

Mayor Creech spoke about debris removal and the process of getting it finished and stated that it was Council Member Butler's final meeting and thanked him for his service.

Chief Bolton had nothing to report.

Ms. Frazier mentioned that the employee holiday party would be held on December 20th.

Mr. Mercer thanked the public work staff for all their work after the storm.

Ms. Stultz had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 7:36 p.m.

Jessica Burnham, FCRM
City Clerk



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: Final Reading of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County

BACKGROUND SUMMARY:

This is the Second Amendment to the Interlocal Service Boundary Agreement (ISBA) between the City of Umatilla and the Lake County Board of County Commissioners via approval of County Ordinance 2024-33 on September 24, 2024.

This Second Amendment will expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties, within and adjacent to Silver Beach Heights, with the consent of the property owner(s).

RECOMMENDATIONS:

Approval of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Ordinance 2024-33_2nd Amendment to ISBA w.Umatilla
 2. ordinance- H ISBA amendment_9_24_24 (1)
 3. Business Impact - Ord No. 2024-H
-

Staff Summary

This Ordinance provides for a Second Amendment to the Interlocal Service Boundary Agreement (ISBA) between the City of Umatilla (City) and Lake County. The Second Amendment will expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties within and adjacent to Silver Beach Heights, with the consent of the property owner(s).

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2024 - 33

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES WITHIN SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.

WHEREAS, on April 5, 2011, Lake County (County) and the City of Umatilla (City) entered into an Interlocal Service Boundary Agreement (the "ISBA") which addressed lands for future annexations into the City, the County's agreement to vacate a portion of Skyline Drive, transfer of the South Umatilla Water System (Water System) to the City, solid waste, the transfer of County-owned property near the Umatilla Airport to the City, addressing standards, and transportation; and

WHEREAS, the ISBA was adopted by County Ordinance No. 2011-20 and City Ordinance No. 2011-B; and

WHEREAS, the First Amendment to the ISBA was adopted by County Ordinance No. 2013-12 and City Ordinance No. 2011-C, which allowed for approximately twelve (12) homes to connect to the Water System without paying impact fees, utilizing the County installed upgrades to the Water System as credit against the fees and provided that the City may annex properties which do not meet the requirements of 171.043, Florida Statutes; and

WHEREAS, the County and the City wish to amend the ISBA to further to expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties located within Silver Beach Heights, with the consent of the property owner(s).

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Adoption. The Lake County Board of County Commissioners hereby adopts the Second Amendment to the Interlocal Service Boundary Agreement between the City of Umatilla and Lake County, a copy of which is attached hereto as Exhibit "A". The Chairman of the Board of County Commissioner is hereby authorized to execute the Second Amendment.

Section 3. Severability. If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

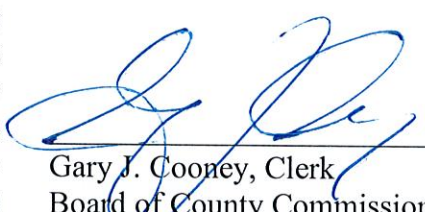
Section 4. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective as provided for by law.

ENACTED this day of 24th day of September, 2024.

FILED with the Secretary of State the 25 day of September 2024.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Kirby Smith, Chairman

This 24 day of September, 2024.

Approved as to form and legality:


Melanie Marsh, County Attorney

1

EXHIBIT A
**Second Amendment to the ISBA between the
City of Umatilla and Lake County**

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA, AND LAKE COUNTY

This Second Amendment to the Interlocal Service Boundary Agreement is made by and between the City of Umatilla, a municipal corporation (the “City”) and Lake County, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes*, is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.” It is also intended to provide “a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability” . . . and “to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services”; and

WHEREAS, on April 5, 2011, the City and County entered into an Interlocal Service Boundary Agreement (the “ISBA”), in order to specifically identify lands deemed logical for future annexations into the City and land to remain unincorporated; and

WHEREAS, on February 26, 2013, the City and County amended the ISBA to provide for additional connections to the water system and to amend Exhibit “B”; and

WHEREAS, the City and County wish to amend the ISBA in order to expand Umatilla’s annexation abilities under the ISBA, and permit Umatilla to voluntarily annex lands within and adjacent to Silver Beach Heights, with the consent of the property owner(s); and

WHEREAS, the City and County find that the benefits of intergovernmental communications and coordination will accrue to all Parties; and

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

WHEREAS, this Second Amendment to the ISBA is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, *Florida Statutes*.

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

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Second Amendment to the ISBA.

2. **AMENDMENT TO PARAGRAPH 2, ENTITLED “ANNEXATION BY UMATILLA”.** Paragraph 2 of the ISBA, entitled “Annexation by Umatilla”, is hereby amended to add the following:

D. UMATILLA is the water utility provider for the real property described in Exhibit “C-1” labeled as Proposed ISBA Expansion. Upon UMATILLA obtaining consent to annex from the property owner(s), the Parties agree that UMATILLA can annex the Private Properties described in Exhibit “C-1”, upon receipt of an application for Voluntary Annexation pursuant to §171.044, Florida Statutes. UMATILLA agrees that no property shown within Exhibit “C-1” shall be annexed unless the property owner(s) voluntarily agrees to such annexation. Further UMATILLA agrees that a voluntary annexation under this provision shall not be used as a means to annex any contiguous property without the property owners’ consent.

3. **PUBLIC SAFETY SERVICES; SOLID WASTE SERVICES; ROADS.**

A. To the extent that current mutual aid and first response agreements between UMATILLA and the COUNTY do not ensure that all residents within Silver Beach Heights (as identified in Exhibit “C-1”) will receive public safety response from the closest units of law enforcement, fire, or emergency medical services, the Parties shall work to modify such agreements to provide for such assurances.

B. UMATILLA and COUNTY will consider utilizing a single waste hauler to serve the Silver Beach Heights subdivision to reduce the number of waste hauler vehicles entering and leaving the area on a weekly basis. The Parties agree that unincorporated residents shall be charged the same as municipal residents for these coordinated services.

C. UMATILLA and COUNTY hereby agree to work cooperatively to formulate a plan to maintain the roads within Silver Beach Heights.

4. **RURAL PROTECTION AREA.** The Parties hereby agree to explore the possibility of establishing a Umatilla Rural Protection Area (RPA) in certain unincorporated areas surrounding Umatilla and agree to diligently pursue creation of the same to the extent allowable by law. The

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

Parties further agree that landowners, residents, and other stakeholders will be permitted to participate and provide input into the creation of this RPA.

5. **INCORPORATION.** All provisions of the original ISBA dated April 5, 2011, as amended on February 26, 2013, shall remain in full force and effect, and this Second Amendment is supplemental to the ISBA.

6. **EFFECTIVE DATE AND TERM.** This Second Amendment to the ISBA shall be effective upon the date the last Party executes it, and thereafter shall remain in effect coterminous with the ISBA.

7. **ENTIRE AGREEMENT.** This Second Amendment to the ISBA constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Amendment to the ISBA.

8. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Second Amendment to the ISBA, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

9. **SEVERABILITY.** If any portion of this Second Amendment to the ISBA is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Second Amendment to the ISBA, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Second Amendment to the ISBA shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Kirby Smith, Chairman

This ____ day of _____, 2024.

ATTEST:

Gary J. Cooney Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

CITY OF UMATILLA

This ____ day of _____, 2024.

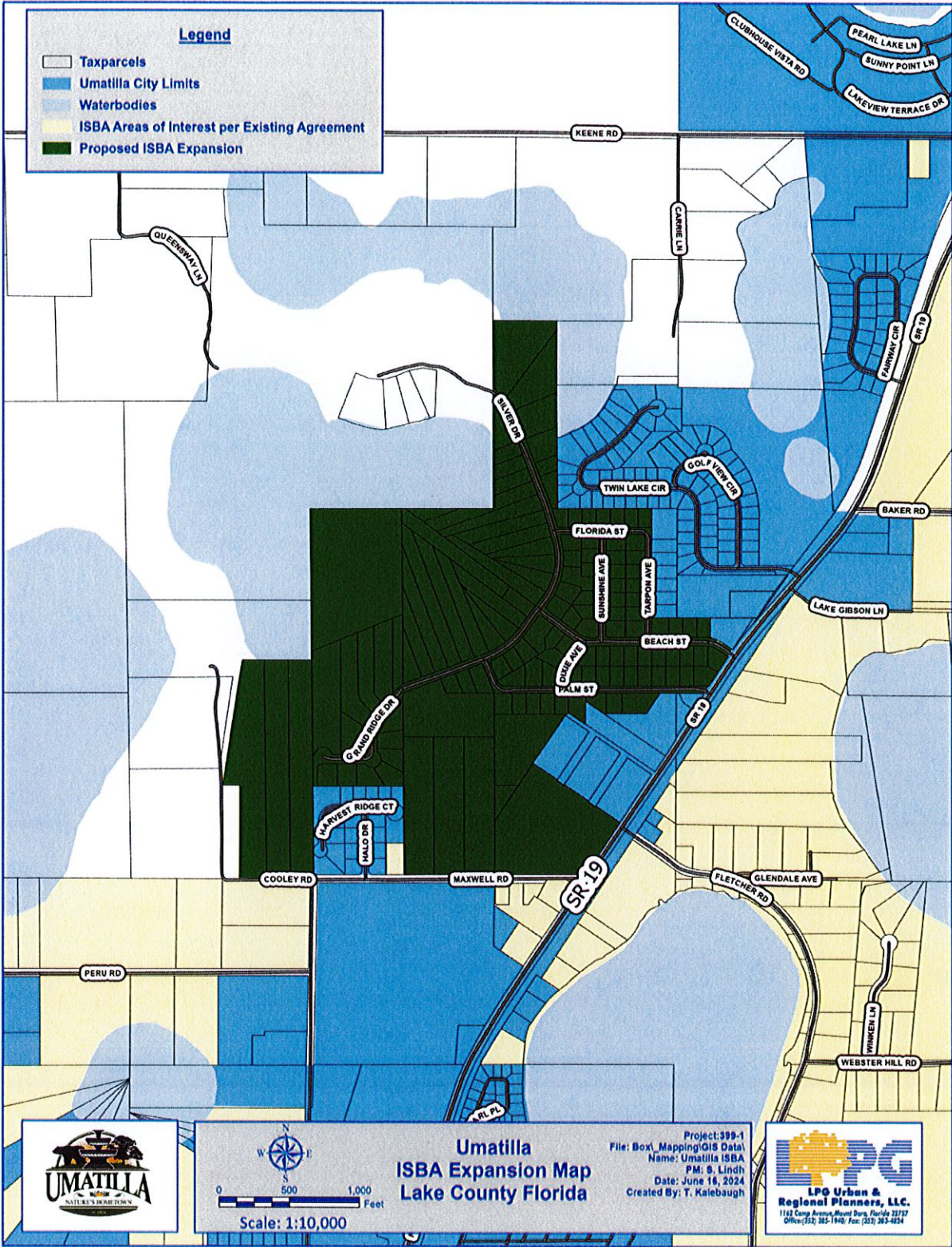
ATTEST:

Jessica Burnham, City Clerk

Approved as to form and legality:

Kevin Stone, City Attorney

EXHIBIT C-1: SILVER BEACH HEIGHTS





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

September 25, 2024

Honorable Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Dear Gary Cooney,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lake County Ordinance No. 2024-33, which was filed in this office on September 25, 2024.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/wlh

ORDINANCE 2024-H

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES LOCATED WITHIN THE AREA GENERALLY REFERRED TO AS SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.

WHEREAS, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

WHEREAS, in part, the intent of the Legislature is to “encourage intergovernmental coordination in planning, service delivery, and boundary adjustments”; and

WHEREAS, the City participated in the negotiation of an interlocal service boundary agreement (ISBA) with Lake County, pursuant to sec. 171.203, Florida Statutes, and approved the ISBA by Ordinance 2011-C on May 3, 2011 (the “ISBA”); and

WHEREAS, the City and Lake County amended the ISBA to address certain additional connections to the water system and to expand the boundaries of the ISBA and the City approved said amendment by Ordinance 2013-C on February 21, 2013 (the “Amendment”); and

WHEREAS, the City and Lake County wish to amend the ISBA to further expand the City’s annexation abilities under the ISBA to permit the voluntary annexation of properties located in the general area known as ‘Silver Beach Heights’, with the consent of the property owner(s).

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

Section 1. The City of Umatilla hereby adopts the Second Amendment to Interlocal Service Boundary Agreement Between Lake County and the City of Umatilla attached hereto as Exhibit “A” and incorporated herein by reference. The Mayor is hereby authorized to execute the Second Amendment.

Section 2. All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. This Ordinance shall become effective immediately upon passing.

Section 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

PASSED and **ORDAINED** this _____ day of _____, 2024
by the City Council of the City of Umatilla.

ATTEST:

Jessica Burnham, City Clerk

Approved as to form:

Kevin Stone, City Attorney



Business Impact Estimate Exemption

Ordinance 2024-H

Summary of Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES LOCATED WITHIN THE AREA GENERALLY REFERRED TO AS SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Increase boundary of the Interlocal Service Boundary Agreement with Lake County to provide for services and allow for voluntary annexation by unincorporated residents who are provided city water and other city utilities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
None expected.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance will not impact any businesses and only applies to residential units located in unincorporated Lake County.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: First Reading Ordinance No. 2024-I, Annexation Creech Trust

BACKGROUND SUMMARY:

The city received a voluntary annexation application from the Creech Trust for property located at 41620 Silver Drive. The parcel is a 3.6 + acre site that is not contiguous to the city limits, however it lies within the area of the Interlocal Service Boundary Agreement Map (ISBA) - Ordinance 2024-H, making it eligible for annexation. The subject site is already developed with one (1) residential unit and is currently being served by City water.

RECOMMENDATIONS:

Approval of Ordinance No. 2024-I, Annexation Creech Trust

FISCAL IMPACTS:

N/A

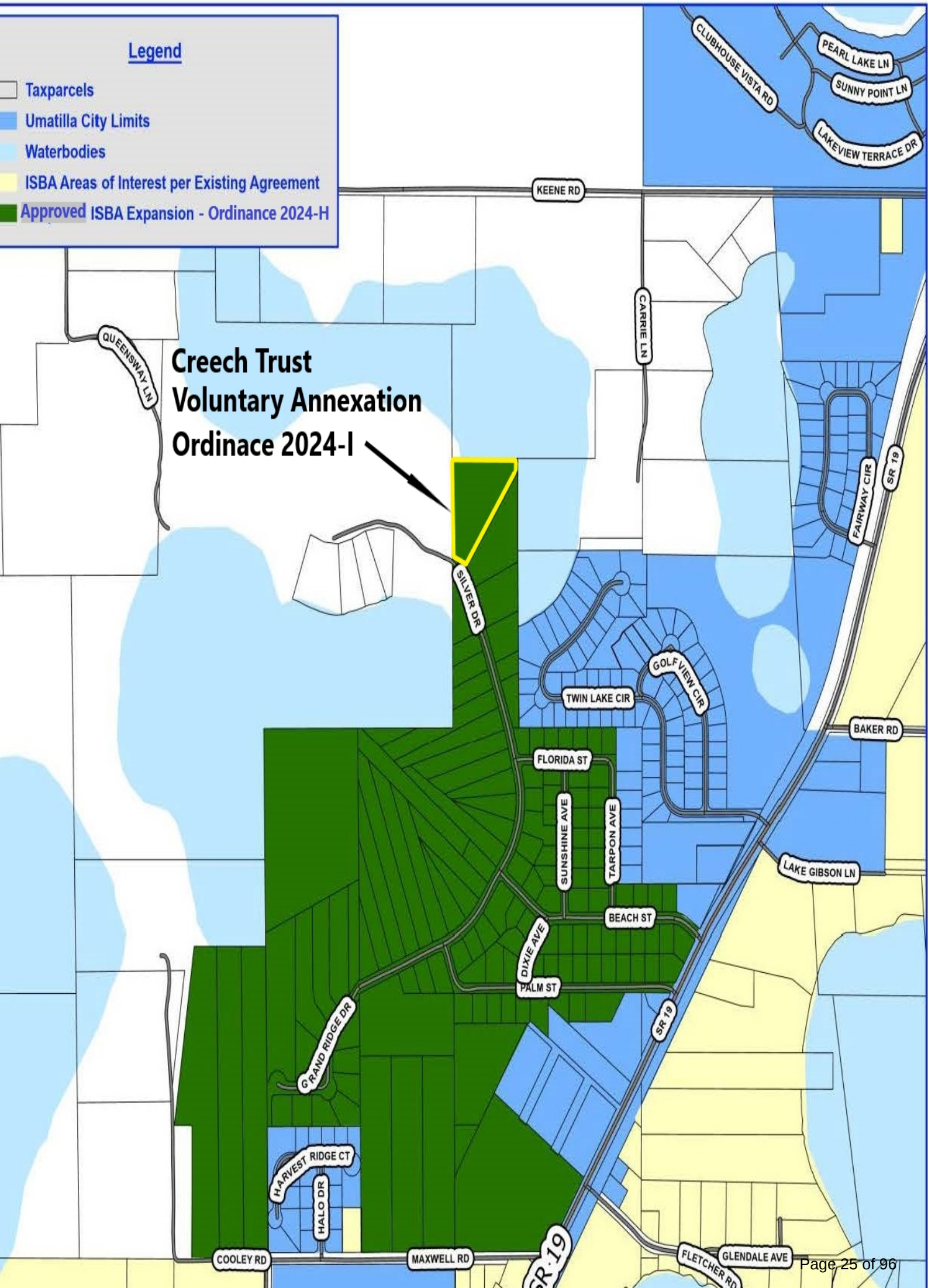
ATTACHMENTS:

1. Creech Annexation Locaton Map on ISBA Map 2024-H
 2. Ord 2024-I Creech Trust Annexation 11.07.24 updated ISBA reference aaron V2 final per Jennifer
 3. Business Impact - Ord No. 2024-I
-

Legend

- Taxparcels
- Umatilla City Limits
- Waterbodies
- ISBA Areas of Interest per Existing Agreement
- Approved ISBA Expansion - Ordinance 2024-H

**Creech Trust
Voluntary Annexation
Ordinance 2024-I**



ORDINANCE 2024-I

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 3.6 ± ACRES OF LAND GENERALLY LOCATED NORTH OF SILVER LAKE DRIVE AND WEST OF SR 19; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 3.6 acres of land generally located north of Silver Lake Drive and west of SR 19 (the "Property") by Robert Christopher Creech, Trust, as Owner;

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is located within the Interlocal Service Boundary Agreement (ISBA 2nd Amendment, Ordinance 2024-H) area and may be annexed by the City of Umatilla.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1.

The following described property consisting of approximately 3.6 acres of land generally located north of Silver Lake Drive and west of SR 19, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit "A"

Alternate Key # 2759607

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida within seven (7) days after its passage on second and final reading.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the property annexed in the City Comprehensive Plan.

Section 5. Utilities. The property is located within the City's Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater

services to the property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, 'available' shall mean when the City's potable water system comes within 300' of the private water system or any of the central lines of such private system and when the City's wastewater system comes within 1,000' of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The owner further agrees that when the City provides notice that such utilities are available; the owner shall connect to the applicable system within 12 months of the date of the City's written notice.

Section 6: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 7.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2024.

City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnhams
City Clerk

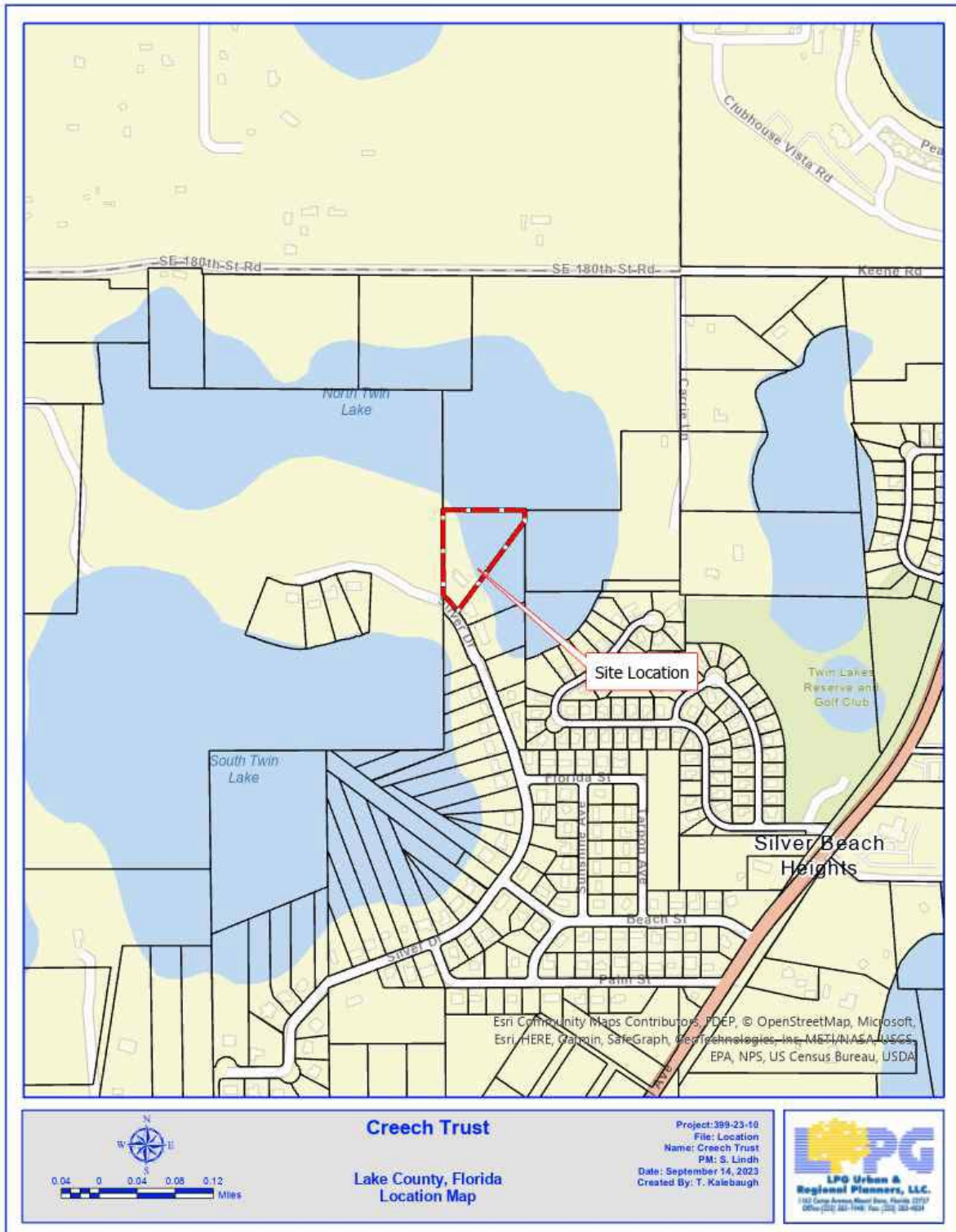
Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the West 453 feet of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 18 South, Range 26 East, Lake County, Florida, more particularly described as follows: Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 18 South, Range 26 East, Lake County, Florida, run South 00°05'50" East, along the West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 1, a distance of 522.74 feet, thence South 41°14'32" East 85.0 feet, thence North 37°08'54" East 655.05 feet to a point hereby designated as Point "A", return to Point of Beginning, run South 89°46'52" East, along the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 1, a distance of 453.0 feet, thence South 00°05'50" East, along a line parallel to the West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 1, a distance of 62.00 feet to the aforementioned Point "A". Less right of way for road, if any, lying and being in Lake County, Florida.

EXHIBIT "B"





Business Impact Estimate Exemption

Ordinance 2024-I

Summary of Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 3.6 ± ACRES OF LAND GENERALLY LOCATED NORTH OF SILVER LAKE DRIVE AND WEST OF SR 19; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Increase boundary of the Interlocal Service Boundary Agreement with Lake County to provide for services and allow for voluntary annexation by unincorporated residents who are provided city water and other city utilities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
None expected.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

The proposed ordinance will not impact any businesses and only applies to residential units located in unincorporated Lake County.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: Resolution No. 2024-26, Final Fiscal Year 2024 Budget Amendment

BACKGROUND SUMMARY:

During the fiscal year, the City receives various grants and other revenue sources which change the total amount of the budget. These grants and their associated expenditures need to be incorporated into the final budget and approved by City Council. This amendment updates various grants and corrects other minor budget items as necessary.

This amendment also incorporates the audited fund balances for the prior year as well as increases in building permit revenues and expenditures due to higher than anticipated activity in that department.

RECOMMENDATIONS:

Approval of Resolution 2024-26 Final Budget Amendment, FY 2023-2024

FISCAL IMPACTS:

Overall budget increase of \$4,132,080

ATTACHMENTS:

1. Resolution 2024-26
 2. Exhibit A
-

RESOLUTION 2024 - 26

A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2023-2024 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla of Lake County, Florida, found and determined that budget amendments are necessary for the Fiscal Year 2023-2024.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Umatilla, Lake County, Florida, that:

1. The Fiscal Year 2023-2024 Budget is hereby amended by the Umatilla City Council as illustrated in Exhibit A attached hereto.
2. The City Manager is hereby authorized and directed to maintain and amend the budget so as to reflect the anticipated revenue and the appropriation of, and the expenditure of, all funds committed to, or received by the city subsequent to September 30, 2023 and prior to October 1, 2024, in accordance with direction of the City Council as to the appropriation and expenditure of such funds as and when received.
3. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Council of the City of Umatilla, Lake County, Florida this 19th day of November, 2024.

ATTEST:

Approved as to Form:
STONE & GERKEN, PA

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

EXHIBIT A



CITY OF UMATILLA

FISCAL YEAR 2023-2024

BUDGET SUMMARY

	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	ENTERPRISE FUNDS	TOTAL
CASH BALANCES BROUGHT FORWARD	\$2,564,914	\$773,295	\$953,885	\$36,163,045	\$40,455,139
ESTIMATED REVENUES:					
Ad Valorem Taxes - Millage 7.1089	1,168,762	743,079	-	-	1,911,841
Sales and Use Taxes	74,152	-	482,809	-	556,961
Franchise Fees	363,000	-	-	-	363,000
Utility Service Taxes	472,000	-	-	-	472,000
Communications Services Tax	137,703	-	-	-	137,703
Licenses and Permits	260,000	-	-	-	260,000
Intergovernmental	567,078	-	31,600	1,431,220	2,029,898
Charges for Services	82,470	657,000	-	3,273,673	4,013,143
Fines and Forfeitures	8,350	500	-	-	8,850
Miscellaneous	177,400	6,875	-	4,000	188,275
Other Financing Sources	612,640	-	-	-	612,640
	3,923,555	1,407,454	514,409	4,708,893	10,554,311
Total Estimated Revenues and Cash Balances Brought Forward	6,488,469	2,180,749	\$1,468,294	\$40,871,938	51,009,450
ESTIMATED EXPENDITURES/EXPENSES:					
General Government	1,434,921	-	-	-	1,434,921
Public Safety	1,372,524	640,766	-	-	2,013,290
Physical Environment	83,570	-	-	3,547,007	3,630,577
Transportation	584,928	-	888,745	540,402	2,014,075
Culture & Recreation	801,150	-	-	-	801,150
Economic Environment	-	903,781	-	-	903,781
Debt Service	-	10,404	65,507	65,386	141,297
Other Uses	-	56,680	-	544,460	601,140
Total Expenditures / Expenses	4,277,093	1,611,631	954,252	4,697,255	11,540,231
Reserves	2,211,376	569,118	514,042	36,174,683	39,469,219
Total Appropriated Expenditures/ Expenses and Reserves	\$6,488,469	\$2,180,749	\$1,468,294	\$40,871,938	\$51,009,450



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: Resolution No. 2024-27, Florida Jobs Growth Grant Acceptance

BACKGROUND SUMMARY:

The City was awarded a \$4.8 million dollar from the Florida Jobs Growth Grant from FloridaCommerce to build the Lake Fern Industrial Park. This grant required a resolution approved by the City Council accepting the funding and the obligations outlined in the agreement. The grant agreement has been reviewed by the City Attorney, City staff as well as Halff Engineering Grant Administration team and recommended approval.

RECOMMENDATIONS:

Approval of resolution and grant acceptance

FISCAL IMPACTS:

\$4,873,788 grant funding

ATTACHMENTS:

1. Resolution 2024-27 FL Job Growth Grant Acceptance
 2. Exhibit A for Res2024-27 Grant Agreement G0135-CityofUmatilla
-

RESOLUTION 2024-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ACCEPTING THE FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT FOR THE LAKE FERNS INDUSTRIAL PARK; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla, Lake County, Florida submitted a proposal for funds pursuant to section 288.101, Florida Statutes; and

WHEREAS, the State of Florida, Department of Commerce, determined the proposal submitted is necessary to facilitate the economic development and growth of the State; and

WHEREAS, the City Council desires to accept the Florida Job Growth Infrastructure Grant Agreement offered for the Lake Ferns Industrial Park and has agreed to infrastructure improvements to the area, including increased water and sewer capacity and intersection improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA:

Section 1. **Recitals.** The foregoing recitals are hereby adopted as legislative findings of the City Council of the City of Umatilla and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Acceptance.** The City Council of Umatilla hereby accepts the Florida Job Growth Infrastructure Grant Agreement for the Lake Ferns Industrial Park attached hereto as Exhibit “A” and incorporated herein by reference.

Section 3. **Authorization.** The Vice-Mayor, Katherine Adams or the City Manager, Scott Blankenship, are hereby authorized and directed to sign on behalf of the City of Umatilla, Lake County, Florida.

Section 4. **Savings Clause.** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconditional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person,

groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property, or circumstances.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Umatilla, Florida, held on the ____ day of _____, 2024.

THE CITY OF UMATILLA, FLORIDA

ATTEST:

Jessica Burnham, City Clerk

Approved as to form:

Kevin Stone, City Attorney

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the *City of Umatilla, Florida* (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds.

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State.

WHEREAS, Commerce has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to section 288.101, F.S..

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
 - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee’s Resolution**
- **Exhibit E: Notice of Completion and Engineer’s Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which Commerce executes this Agreement (“Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2039, (“Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to

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the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the “Expiration Date” shall be the date of such determination.

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

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

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to *Four Million, Eight Hundred Seventy-Three Thousand, Seven Hundred Eighty-Eight Dollars and Zero Cents (\$4,873,788.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an “exclusive benefit of any single company, corporation, or business entity” under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

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

2) Invoices must contain Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

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

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

Commerce Agreement No.: G0135

Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

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

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

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

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

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

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

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

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

Commerce Agreement No.: G0135

which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict

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with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

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

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

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

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

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the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

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

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

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

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

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

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

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not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

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

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

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

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

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

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. 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 (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

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7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

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

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

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

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

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Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

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

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

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

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence until the Expiration Date

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

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a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

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

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

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

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

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description

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of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall, at all times, follow Commerce's instructions regarding such disposition.

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

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

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

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

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party insures the other Party except Grantee will require all of its contractors to provide insurance to Commerce as set forth.)

During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall carry Commercial General Liability insurance

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providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subcontracting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

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

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb

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drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written

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notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

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

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

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

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

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

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

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

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

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26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State’s interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;
- f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or
- g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee’s written request to terminate this Agreement (a. through g. collectively, the “Termination Events”).
- h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not

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yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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

a. Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

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f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees.”]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee’s liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce must not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce must not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition

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precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by

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a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

Grantee's Payee:	Grantee's Agreement Manager:
City of Umatilla, Florida	Aaron Mercer
1 South Central Ave.	1 South Central Ave.
Umatilla, FL 32784	Umatilla, FL 32784
(352) 669-3125	352-669-1539
FEIN: 59-6000442	
rfrazier@umatillafl.org	amercer@umatillafl.org

Commerce's Agreement Manager:
Adam Madlinger
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8987
Adam.Madlinger@commerce.fl.gov

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties’ duly authorized officials sign this Agreement.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF UMATILLA, FLORIDA

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

By _____
Signature

Title _____
Date _____

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes (“F.S.”), established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded \$4,873,788.00 for infrastructure improvements to the last phase of Lake Ferns Industrial Park, which consists of intersection improvements and increased water and sewer service capacity. The infrastructure improvements will occur on city owned property and will allow access to the park’s remaining industrial sites. This project will create jobs within the advanced manufacturing and construction material industries.

2. GRANTEE’S RESPONSIBILITIES:

a. COMMENCEMENT AND TIMELINE.

1) The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.

Commerce shall not reimburse Grantee for any work performed prior to the Effective Date unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

- Provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce’s Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before March 1, 2025, (the “Commencement Date”) and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, (the “Expend by Date”) shall be forfeited and shall revert back to Commerce.

b. DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

- b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
 - 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
 - 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
 - 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
 - 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
 - 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.
 - 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. , Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
 - 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
 - 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
 - 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
 - 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$10,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

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- 2) Grantee shall certify that at least 300 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the “Job Creation Date”).
- 3) Grantee shall certify that 0 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

- d. **COMPLETION OF CONSTRUCTION:** Grantee shall
1. Submit design plans.
 2. Submit all required permits.
 3. Construct roadwork associated with the Lake Ferns Industrial Park project to include:
 - i. Mobilization.
 - ii. Clearing and grubbing.
 - iii. Earthwork.
 - iv. Drainage and paving.
 - v. Signage and marking.
 - vi. As-built survey.
 4. Complete the following water and sewer activities for the Lake Ferns Industrial Park.
 - i. Mobilization.
 - ii. Excavation.
 - iii. Pipeline installation.
 - iv. As-built survey.

3. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES:** Grantee shall provide the following services as specified:

Deliverable No. 1: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the infrastructure activities as described in accordance with Sections 2.b and 2.d of this Scope of Work.	Grantee may be allowed reimbursement upon completion of any of the following: 1.) Design plans - Grantee shall provide one copy of the design plans to Commerce’s Agreement Manager; 2.) A minimum of one (1) of the required permits identified in Section 2.d.2, evidenced by submission to Commerce’s Agreement Manager of a copy of the approved permit(s); 3.) Construction activities in accordance with Sections 2.b and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. Progress shall be evidenced by submission of the following documentation:	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to FloridaCommerce.

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	a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; and b. Photographs of project in progress. All reimbursement requests shall include an invoice package in accordance with Section 7 and a Minority and Service-Disabled Veteran Business Enterprise Report in accordance with Section 6.b of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: 4,873,788		
TOTAL AMOUNT NOT TO EXCEED \$4,873,788		

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.
- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
- c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business

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days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

6. REPORTING:

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and Section 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- a. Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;
 - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

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- 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
 - 4) Photographs of the project in progress and completed work;
 - 5) A copy of all supporting documentation for vendor payments;
 - 6) A copy of the cancelled check(s) specific to the Project; and
 - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
 - d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach, and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.** The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

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- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90 calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.
 - 1) **New Job** – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
 - 2) **Retained Jobs** – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

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- 3) **Leased Employees** – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
 - 2) **Monthly Average of FTE Project Jobs:** For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
 - 3) **New Job Calculation** – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

Commerce Agreement No.: G0135**Exhibit B****AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce 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 or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. 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 §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 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 than federal entities).

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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, 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

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for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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 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.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

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

Electronic copies (preferred):
Audit@Commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B**FUNDING RESOURCES**

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Catalog of Federal Domestic Assistance Title	N/A
Catalog of Federal Domestic Assistance Number	N/A
Award Amount	N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce
Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.

Commerce Agreement No.: G0135

Catalog of State Financial Assistance Number	40.043
Award Amount	\$4,873,788

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

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

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

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

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

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

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Commerce Agreement No.: G0135

EXHIBIT D

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:

Commerce Agreement
No.

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
 - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

Commerce Agreement No.: G0135

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
 - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

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CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: Resolution No. 2024-24 Right of Way Vacation Buford Ave

BACKGROUND SUMMARY:

Mr. Charles Noplis, property owner at 22 Buford Avenue, has applied to vacate a portion of Lakeshore Drive southwest of Bufford Street, adjacent to his property.

This right of way was dedicated via the plat of R.R. Guerrant's Subdivision, which is part of the northeast shore line of Lake Enola. The applicant intends to fence off the area to pedestrians that walk along his property, as well as providing additional privacy.

There is a City sewer line in this right of way. However, as a condition of approval, the applicant has agreed to record a 20-ft unobstructed utility easement to the City for access and maintenance purposes.

RECOMMENDATIONS:

Staff recommends approval of the right of way vacation with the condition of recording a unobstructed utility easement to the City.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Resolution No. 2024-24, ROW Plat vacation
 2. Lake Shore Drive at Bufford ROW Vacation application
 3. SOD R-W VACATION 201124 Umatilla, FL
 4. 201124 SOD 20' UTIL ESMT V2 Final Jennings Approved
-

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AUTHORIZING THE VACATION AND ABANDONMENT OF A PLATTED PORTION OF LAKESHORE DRIVE, WEST OF BUFORD AVENUE AND AS MORE PARTICULARLY DESCRIBED HEREIN; CONDITIONING SUCH VACATION UPON THE GRANTING OF THOSE NECESSARY EASEMENTS TO THE CITY OF UMATILLA; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla has received an application from Charles Warran Noplis, the adjoining fee simple landowner, to vacate, discontinue, and close that portion of Lakeshore Drive, as described in Exhibit A, within the City limits; and

WHEREAS, in accordance with City's Subdivision and Platting Ordinance and Florida Statutes Chapter 177.101, the City may vacate any right-of-way when the City Council determines that the right-of-way no longer serves a public purpose or that the vacation is in the public interest; and

WHEREAS, legal access, allowing for the right of adequate and convenient vehicular access to the adjacent private property currently using or entitled to use the above-described right-of-way is provided for by Buford Avenue; and

WHEREAS, a utility easement has been joined by the adjacent private property owner for the construction, maintenance, repair and replacement of utilities and similar services; and

WHEREAS, the proposed action is consistent with the comprehensive plan; and

WHEREAS, closing the above described unimproved right-of-way would not have an adverse affect on public safety, pedestrian safety, vehicular traffic, municipal services including, but not limited to, emergency service, waste removal, and public and private utilities, or the design and character of the area; and

WHEREAS, the City Council published a Notice of Public Hearing for street closing and vacation in the North Lake Outpost, a newspaper of general circulation in Lake County, Florida, on August 8, 2024, due proof of which has been filed with the City Council; and

WHEREAS, the City Council, at its Regular Meeting on August 20, 2024, did consider the Closing and Vacation of said Street; and

WHEREAS, the City Council finds that the continued dedication of the right-of-way serves no useful purpose to the general public provided that the aforementioned easement is made effective and recorded to run with the land for the benefit of all adjoining property owners and that the City retains an easement over the vacated area for utility purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Umatilla, Florida,

Section 1. The recitals above are true and are incorporated herein by reference.

Section 2. That portion of Lakeshore Drive as described in Exhibit A, is henceforth closed, vacated, abandoned, and discontinued, subject to the conditions set forth herein.

Section 3. That, upon this resolution becoming effective, the Umatilla City Council, acting for the incorporated City of Umatilla and the public, does hereby renounce and disclaim any right, title, or interest, not herein reserved, in and to said street; and that title to said street be vested in accordance with the law. The City of Umatilla hereby reserves and retains a perpetual, non-exclusive easement over those portions closed and vacated in Section 2 for utility purposes.

Section 4. That this Resolution is passed in anticipation of and contingent upon the execution and delivery of the easement described herein; and further, that this Resolution shall become effective upon recording but shall have no effect if it not recorded.

DONE AND RESOLVED this 5th day of November 2024 in regular session of the City Council of the City of Umatilla, Florida.

**CITY COUNCIL OF THE
CITY OF UMATILLA, FLORIDA**

ATTEST:

Jessica Burnham, FCRM City Clerk

Kevin Stone, City Attorney

Exhibit A



City of Umatilla, Florida
Planning and Zoning Department 1
S. Central Ave., Umatilla Florida 32784
Tel: (352) 669-3125
jayers@umatillafl.org

Staff Use Only

Case No.: _____
Fee Paid: _____
Receipt No.: _____

Development Application

Contact Information:

Owner Name: Charles Noplis
Address: 22 Buford Avenue, Umatilla, FL 32784
Phone: _____ Email: _____
Applicant Name: McGregor Love (Lowndes)
Address: 215 N Eola Drive, Orlando, FL 32801
Phone: (407) 418-6311 Email: mcgregor.love@lowndes-law.com
Engineer Name: _____
Address: _____
Phone: _____ Email: _____

Property and Project Information:

PROJECT NAME*: BUFORD AVENUE RIGHT-OF-WAY VACATION

*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: _____
Parcel Number(s): _____ Section: _____ Township: _____ Range _____
Area of Property: _____ Nearest Intersection: _____
Existing Zoning: _____ Existing Future Land Use Designation: _____
Proposed Zoning: _____ Proposed Future Land Use Designation: _____
The property is presently used for: _____
The property is proposed to be used for: _____
Do you currently have City Utilities? _____

Application Type:

- | | | | |
|--|--|---|---|
| ☐ Annexation | ☐ Comp Plan Amendment | ☐ Rezoning | ☐ Planned Development |
| ☐ Variance | ☐ Special Exception Use | ☐ Conditional Use Permit | ☐ Final Plat |
| ☐ Minor Lot Split | ☐ Preliminary Plan | ☐ Construction Plan | ☒ ROW/Plat Vacate |
| ☐ Site Plan | ☐ Minor Site Plan | ☐ Replat of Subdivision | |

Please describe your request in detail: Application for Vacation of Unimproved Right-of-Way (see attached)

Required Data, Documents, Forms & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Signature: Charles Noplis Date: 12/18/2023

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.



LEGAL DESCRIPTION SHEET 1 OF 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOT 22 AND THE SOUTHERLY 30 FEET OF LOT 21, R.P. GUERRANT’S, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

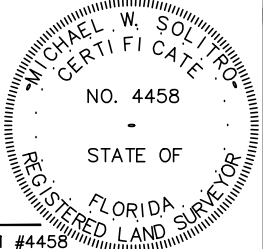
SURVEYOR NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, AS SHOWN.
2. LEGAL DESCRIPTION WAS FURNISHED BY CLIENT, UNLESS OTHERWISE NOTED.
3. THIS IS TO CERTIFY THAT I HAVE REVIEWED THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12069C0220E, DATED 12/18/2012, AND IN MY OPINION LANDS SHOWN HEREON LIE IN ZONE "X" (THIS IS SHOWN AS A COURTESY, NOT TO BE RELIED UPON).
4. WESTERN BOUNDARY WAS SHOWN BASED ON EXISTING CORNERS AND AN OVERLAY OF THE ORIGINAL PLAT. THE ACTUAL FILLED IN DITCH WOULD CONTROL THE WESTERN BOUNDARY LINE IF DISCOVERED.
5. THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.
6. WITH REGARD TO PIPE SIZES AND INVERTS INFORMATION BASED ON OBSERVED EVIDENCE. HOWEVER, LACKING UNDERGROUND INSPECTION, THE EXACT LOCATION OF UNDERGROUND FEATURES INCLUDING SIZES AND INVERTS CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.
7. WITH REGARDS TO UNDERGROUND UTILITIES, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BET ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR’S ASSESSMENT OF THE LOCATION OF THE UTILITIES, WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND /OR PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
8. SITE ADDRESS: 22 BUFORD AVENUE UMATILLA , FL 32784
9. DRONE PHOTOGRAPHY BY REPUBLIC NATIONAL, DATES 11/23/20

THIS SURVEY CERTIFIED TO:
TITLE RESOURCES GUARANTY COMPANY
CHARLES WARREN NOPLIS
CROSSCOUNTRY MORTGAGE, LLC, ISAOA, ATIMA
AND/OR ITS WAREHOUSE LENDER
MAGNOLIA CLOSING CO.

JOB NUMBER: 201124	
SCALE: 1" = 30'	
DATE OF FIELD: 11/23/2020	
DATE OF PLAT OR MAP: 12/1/2020	
DRAWN BY: TM	
APPROVED BY: MWS	

NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF
REPUBLIC NATIONAL #LB 6300

DATE	REVISION HISTORY
10/5/23	ADD PROPOSED EASEMENT



480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS@REPUBLICNATIONAL.NET
PHONE 407.862.4200 FAX 407.862.6229

LEGEND

- CONCRETE SURFACE
- UTILITY POLE
- SET/FOUND MONUMENT AS NOTED
- MANHOLE
- MEASURED
- RECORD
- COVERED AREA
- GUY ANCHOR
- SANITARY SEWER LINE

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED RIGHT-OF-WAY VACATION)

ALL THAT PART OF LAKE SHORE DRIVE IN R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING WESTERLY OF THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF LOT 22 OF AFORESAID R.P. GUERRANT'S SUBDIVISION, SOUTHERLY OF LOT 22, NORTHERLY OF LAKE ENOLA, AND EASTERLY OF THE WESTERLY BOUNDARY OF SAID R.P. GUERRANT'S SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

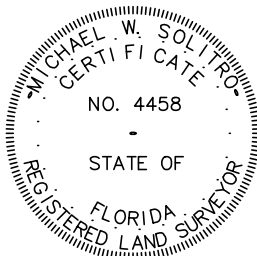
BEGIN AT THE SOUTHEAST CORNER OF AFORESAID LOT 22, R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF BUFORD AVENUE (40 FEET IN WIDTH); THENCE SOUTH 25°37'29" WEST, ALONG THE SOUTHERLY PROJECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF AFORESAID LOT 22, THROUGH LAKE SHORE DRIVE RIGHT OF WAY, A DISTANCE OF 57.94 FEET, MORE OR LESS, TO THE WATERS OF LAKE ENOLA; THENCE ALONG THE WATERS OF LAKE ENOLA AND THE SOUTHERLY RIGHT OF WAY LINE OF LAKE SHORE DRIVE, THE FOLLOWING 3 COURSES; NORTH 71°42'52" WEST, A DISTANCE OF 26.84 FEET; THENCE SOUTH 89°50'25" WEST, A DISTANCE OF 46.25 FEET; THENCE NORTH 80°49'38" WEST, A DISTANCE OF 22.75 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE OLD DITCH AS DEPICTED ON R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 33, SAID POINT BEING ON THE WESTERLY LIMITS OF SAID SUBDIVISION AND LAKE SHORE DRIVE; THENCE NORTH 03°38'04" WEST, ALONG SAID CENTERLINE OF SAID OLD DITCH AND THE WESTERLY LINE OF SAID SUBDIVISION AND LAKE SHORE DRIVE, A DISTANCE OF 33.62 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE OF SAID SUBDIVISION, NORTH 07°45'22" EAST, A DISTANCE OF 11.32 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF AFORESAID LOT 22; THENCE SOUTH 87°52'23" EAST ALONG THE NORTHERLY LINE OF SAID LAKE SHORE DRIVE RIGHT OF WAY, AND THE SOUTHERLY LINE OF AFORESAID LOT 22, A DISTANCE OF 119.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 5,169 SQUARE FEET, OR 0.119 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON STATE PLANE, FLORIDA EAST ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 2 OF 2 FOR THE SKETCH OF DESCRIPTION.
4. THE SOUTHERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE IS THE WATERS OF LAKE ENOLA., PER PLAT
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL SOLITRO ON THE DATE SHOWN HEREON.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND DIGITAL SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



REGISTERED SURVEYOR: MICHAEL W. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: 4458
STATE OF FLORIDA, C.O.A. LB 6300

JOB NUMBER: 201124 DATE: 09/04/2024
SCALE: 1"=40'
DRAWN BY: DMD
APPROVED BY: MWS

DATE	REVISION HISTORY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200

RNSURVEYS@REPUBLICNATIONAL.NET

FAX: (407) 862-6229

SHEET 2 OF 2



-

⑤
2
1

—— ss —— UNDERGROUND SANITARY SEWER LINE

DATE	REVISION HISTORY
------	------------------

FAX: (407) 862-6229

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED SEWER EASEMENT)

AN EASEMENT, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF AN EXISTING SANITARY SEWER LINE, BEING A PORTION OF LAKE SHORE DRIVE, LYING SOUTH OF LOT 22, R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

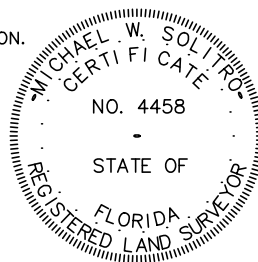
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CONTAINING 2,194 SQUARE FEET, MORE OR LESS.

SURVEYOR NOTES:

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3. SEE SHEET 2 OF 2 FOR THE SKETCH OF DESCRIPTION.

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REGISTERED SURVEYOR: MICHAEL W. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: 4458
STATE OF FLORIDA, C.O.A. LB 6300

JOB NUMBER: 201124 DATE: 02/20/2024
SCALE: 1"=40'
DRAWN BY: DMD
APPROVED BY: MWS

DATE	REVISION HISTORY

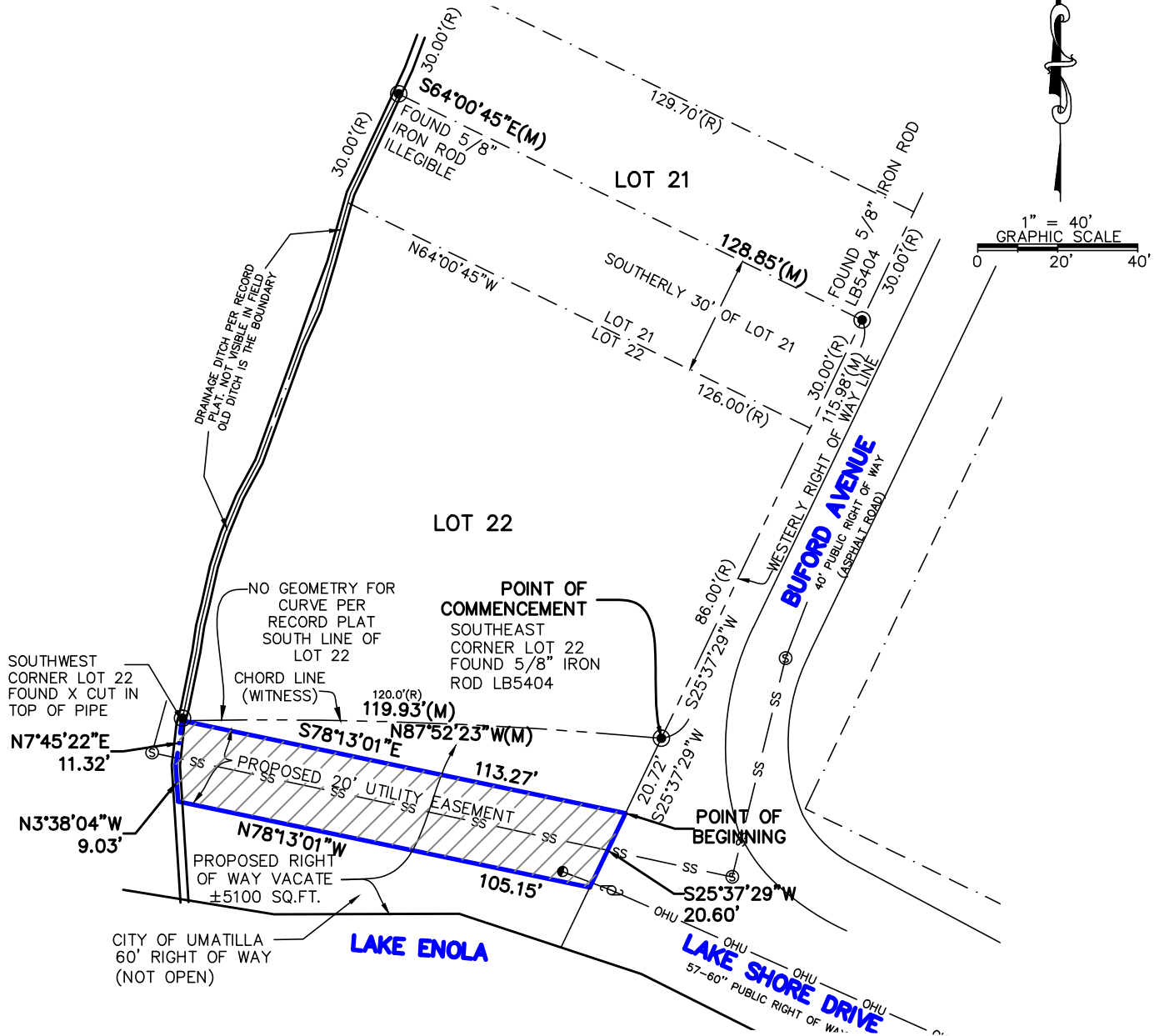
REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200 ● RNSURVEYS@REPUBLICNATIONAL.NET ● FAX: (407) 862-6229

SKETCH OF DESCRIPTION

SHEET 2 OF 2



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PROPOSED
EASEMENT AREA



SANITARY MANHOLE



UTILITY POLE



GUY ANCHOR

OHU—

OVERHEAD UTILITY LINES

— ss —

UNDERGROUND SANITARY SEWER LINE

JOB NUMBER: 201124 DATE: 02/20/2024

SCALE: 1"=40'

DRAWN BY: DMD

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CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 7, 2024

MEETING DATE: November 19, 2024

SUBJECT: Utility Easement Noplis

BACKGROUND SUMMARY:

Mr. Charles Noplis, property owner at 22 Bufford Avenue, has submitted a 20-ft utility easement to the City in exchange for vacating a portion of Lakeshore Drive right-of-way abutting his property.

The easement provides the City with an unobstructed access easement to the existing sewer line that runs parallel to the shoreline of Lake Enola.

RECOMMENDATIONS:

Approval of Utility Easement Noplis

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Utility Easement Noplis
 2. 201124 SOD 20' UTIL ESMT V2 Final Jennings Approved
 3. Location Map Noplis ROW vacation Lakeshore Drive at Bufford Avenue
-

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS EASEMENT (“**Easement**”) is hereby granted by **Charles Warren Noplis**, whose mailing address is 430 Sundown Trail, Casselberry, FL 32707 (“**GRANTOR**,”) to **the City of Umatilla, Florida, a municipality of the State of Florida** whose mailing address is Post Office Box 2286 Umatilla, Florida, and its successors and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual easement for the location, construction, installation, alteration, operation, inspection, repair, maintenance, removal and replacement of utility improvements, including but not limited to water, wastewater, stormwater, and reclaimed water lines, pipes, equipment, facilities, and related apparatus, (the “**Facilities**”) over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the “**Easement Area**” to wit:

SEE COMPOSITE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

being a portion of Parcel No. 13-18-26-0800-000-02100; Alt. Key 1499721

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the easement area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein. The easement rights granted herein are conveyed to Grantee and Grantee’s successors, lessees, licensees, transferees, permittees, and assigns. The covenant and rights set forth in this easement shall run with the title to the burdened property and the benefits and burdens hereof shall bind and inure to the benefit of all successors and assigns of the parties hereto.

Grantor shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area or otherwise interfere with any portion of the Grantee’s Facilities or use and enjoyment of the easement or Easement Area, provided that the maintenance, repair, and replacement of the existing

driveways, aprons, and signage shall not be deemed to be an interference with the use and enjoyment of the rights granted hereunder.

Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ____ day of _____, 2024, and is effective as of the Effective Date herein.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

WITNESSES:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

GRANTOR:

Charles Warren Noplis

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing Easement was acknowledged before me via ☐ physical presence ☐ online notarization this ____ day of _____, 2024, by _____ **CHARLES WARREN NOPLIS** who is personally known to me or has provided _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED SEWER EASEMENT)

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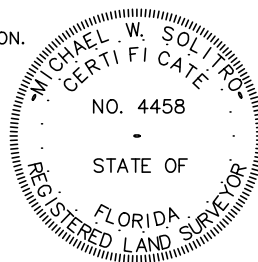
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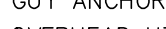
SHEET 2 OF 2



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SANITARY MANHOLE



OVERHEAD UTILITY LINES

UNDERGROUND SANITARY SEWER LINE

DATE: 02/20/2024

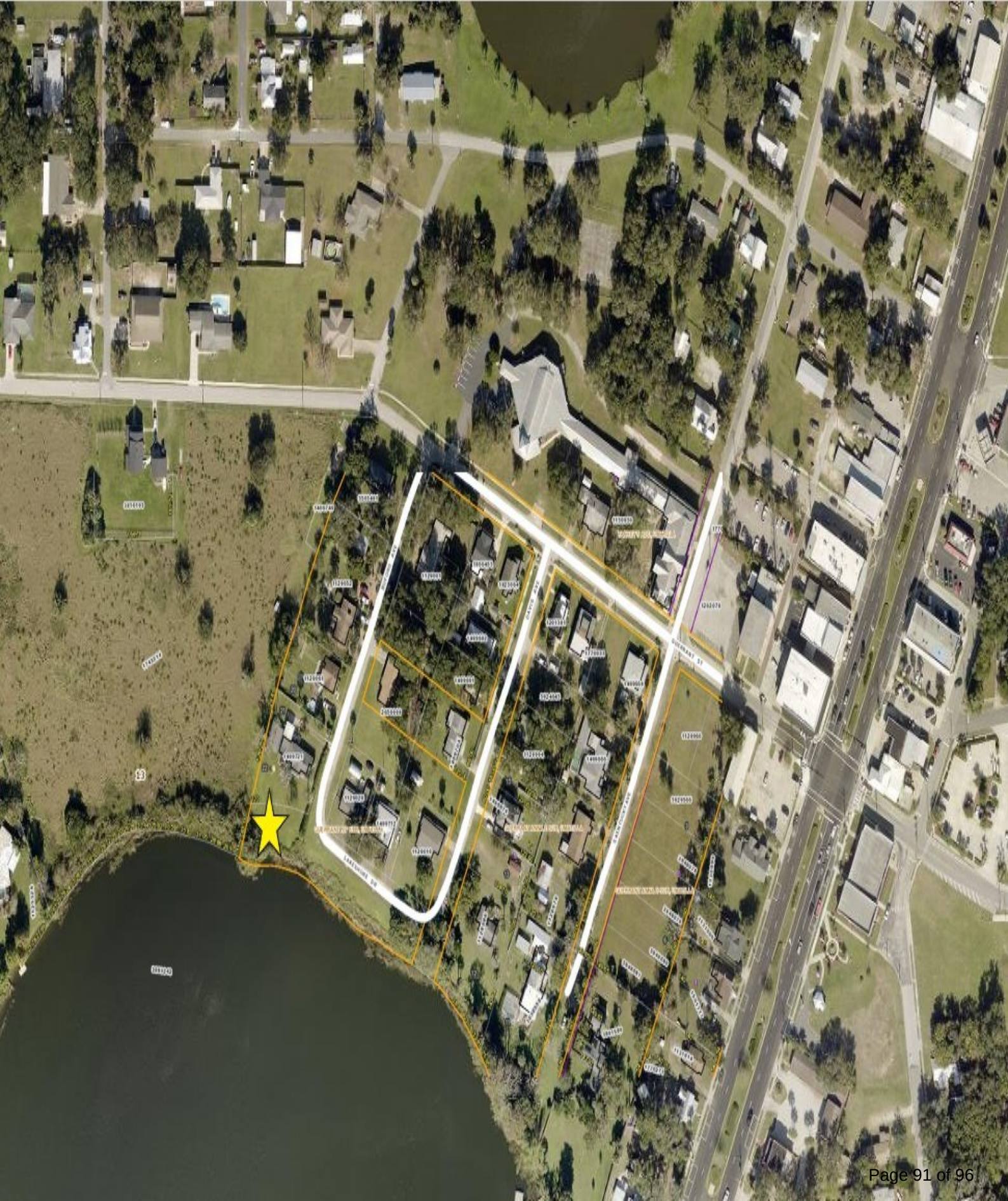
APPROVED BY: M

APPROVED BY: MWS	
DATE	TIME

DATE	REVISION HISTORY
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Umatilla Public Library FY 24-25

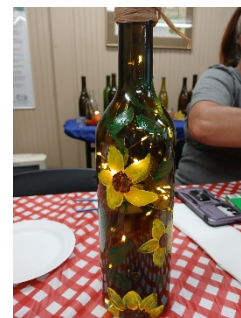


October 2024

	Oct-24	Q 1	FY 24-25
Visits (<i>door count halved</i>)	4,804	4,804	4,804
Checkouts	2,827	2,827	2,827
E-Books (digital)	469	469	469
Total Circulation	3,296	3,296	3,296
New Patrons	43	43	43
Patron Computer Sessions	475	475	475
Wi-Fi Clients Served	690	690	690
Adult Volunteer Hours	16	16.00	16.00
Attendance Family Programs	951	951	951
Attendance Adult Programs	93	93	93
Attendance Teen Programs	104	104	104
Attendance Juvenile Programs	256	256	256
Total # of Programs	50	50	50
Meeting room Rental	-	-	-
Cash to city (including cc)	\$ 577.84	\$ 577.84	\$ 577.84

Highlights

Spooky STEM Caboose & Bottle Painting



UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 10, 2024 through September 16, 2024

ARRESTS

9/16/2024	7:54 am	Robert Tiller Eustis	Warrant out of Lake County for throwing a hard substance at a vehicle and criminal mischief.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

9/11/2024	10:03 am	Chanell Izzard Mt Dora, Fl	Driving on a suspended driver's license.
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REPORTS FILED

9/10/2024	12:03 pm	Officers transported a person under the Baker Act for assistance. The person was transported to Lifestream Behavioral Center.	
9/10/2024	7:45 pm	Officers responded to a disturbance on SR19 and filed a report of criminal mischief resulting in damage to a vehicle.	
9/11/2024	7:24 pm	Officers took a report of a stolen bicycle from Orange Avenue.	
9/14/2024	3:20 PM	Officer's took a report of grand theft and fraud from a resident of East Collins Street.	
9/14/2024	5:00 pm	Officers took a report of a stolen vehicle out of Eustis which was located by the owner in Magnolia Point in Umatilla.	
9/16/2024	9:36 am	Officers took a report of burglary to an apartment on East Collins Street.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 10, 2024 through September 16, 2024

ARRESTS

ARRESTS		2
DISPATCHED CALLS		129
TRAFFIC STOPS		37
TRAFFIC CITATIONS ISSUED		3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 17, 2024 through September 23, 2024

ARRESTS

9/19/2024	7:04 pm	Eblair Sylvain Umatilla	Was issued a trespass warning for Umatilla High School at 7:04 pm and was observed trespassing on the school property at 7:22 pm by officers. He was booked into the Lake County Jail.
9/19/2024	12:33 pm	Mark Sparks Jr. Umatilla	Warrant out of Lake County for failure to appear in court. Booked into the Lake County Jail.
9/19/2024	6:29 am	Dennis Allman Sr. Umatilla	Warrant out of Lake County for failure to appear in court. Booked into the Lake County Jail.
9/17/2024	7:10 am	Luis Mayorga Leesburg	Driving while license suspended and a Volusia County warrant for reckless driving. Booked into the Lake County Jail.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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REPORTS FILED

9/22/2024	8:56 Pm	Officers transported a person under the Baker Act to Lifestreams Behavioral Center.
9/22/2024	9:00 am	Officers took a report of a possible injunction violation.
9/20/2024	6:06 Pm	Officers took a report after receiving a complaint of a child running into traffic on North Central Avenue.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 17, 2024 through September 23, 2024

ARRESTS

9/18/2024	6:29 pm	Officers responded to First Baptist Church to speak with youth about rumors of a possible threat at school. Officers conducted a thorough investigation and found that there was no threat to Umatilla Middle School.
9/18/2024	2:46 Pm	Officer issued a trespass warning at Dollar General after being requested to do so.
9/17/2024	3:30 pm	Officers took a report of a simple battery which had occurred three weeks prior. A report was completed and complainant was advised to file the report with the State Attorney's Office for prosecution.
ARRESTS		4
DISPATCHED CALLS		128
TRAFFIC STOPS		34
TRAFFIC CITATIONS ISSUED		5