



APOPKA CITY COMMISSION AGENDA

June 3, 2026 1:30 PM

Apopka City Hall Commission Chambers

APOPKA CITY COMMISSION MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:

<https://www.youtube.com/CityofApopkaFL>

CALL TO ORDER

INVOCATION

Commissioner Velazquez's selection for invocation is: Pastor Vicky Mock, Victory Church

PLEDGE

PUBLIC COMMENT PERIOD

The Public Comment Period is for City-related matters that are not on today's Agenda as business items or public hearings. If you are here to speak for a matter that requires a public hearing, please wait for that item to come up on the agenda. The Public Comment period will be held to a total of thirty (30) minutes. Each speaker will be given three (3) minutes to speak. If you are here for the Public Comment Period, please fill out a GREEN Intent to Speak Form and provide it to the City Clerk prior to the start of the meeting. When the Mayor calls for Public Comment Period, the City Clerk will read the submitted GREEN Intent to Speak Forms in the order they were received. Should a large number of citizens submit public comment period speaker cards, the speaking time per citizen may be reduced to a minimum of two (2) minutes per speaker, to give as many citizens an opportunity to speak as possible during the Public Comment Period. Groups of citizens who wish to speak on the same item or concern may elect a spokesperson to speak on their behalf, in which case an additional one (1) minute will be given to the spokesperson's time per citizen, up to six (6) minutes total. Citizens wishing to elect a spokesperson must be present during the public comment period, indicate the spokesperson on their Intent to Speak forms, and submit their forms together to the City Clerk. If you wish to speak on one of the business items or public hearing items, please fill out a WHITE Intent to Speak Form and provide it to the City Clerk prior to the start of the meeting. Once the item has been presented, the Mayor will call for Public Comment on that specific item. At that time, the City Clerk will read the submitted WHITE Intent to Speak Forms for the current item, in the order they were received. Each speaker will be given three (3) minutes to speak. Please refer to Resolution No. 2025-19 for further information regarding Public Participation Policy & Procedures for addressing the City Commission.

APPROVAL OF MINUTES

1. **Approval of Regular City Commission Meeting Minutes of May 20, 2026.**

AGENDA REVIEW

CONSENT (Action Item)

1. **Authorize the Finance Director to accept and execute the Florida Department of Environmental Protection (FDEP) (26PLN64) Original Agreement in the amount of \$195,000 for the City of Apopka Comprehensive Stormwater Adaptation Plan project.**
2. **Authorize the Chief of Police to accept and execute agreements/contracts with the Department of Defense, Florida Telecommunications Accreditation Commission, and the Florida Department of Highway Safety and Motor Vehicles, in accordance with the assigned terms.**
3. **Authorize the execution of a piggyback contract for the assigned terms: Pro Energy, LLC.**
4. **Authorization to Dispose Surplus Property**

BUSINESS (Action Item)

1. **Station Street Development Agreement - Notice of Default**

Presented by: Radley Williams, Interim City Administrator

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **Ordinance No. 3162 - First Reading - IPMC Revisions (Code Enforcement)**

To approve Ordinance No. 3162; Amending Chapter 18, Article V, "Property Maintenance Code" Sections 18-109 "Amendments", amending the Fee Schedule for Violations.

Presented by: Jason Woertman, Code Enforcement

2. **Ordinance No. 3163 – First Reading – Annexation – Kelly Park Road Commercial**

Owner(s): Effie Road Holdings, LLC

Applicant(s): Luke Classon, P.E.

Parcel Identification Number(s): 12-20-27-0000-00-017

Location: East of Effie Drive and North of Kelly Park Road

Future Land Use: County Rural

Zoning: County A-1 (Citrus Rural)

Existing Use: Vacant

Tract Size: 1.16 +/- acre(s)

Presented by: Jean Sanchez, Senior Planner

3. **Resolution No. 2026-27 Amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.**

Presented by: Blanche Sherman, Finance Director

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

CITY COMMISSIONERS' REPORTS

MAYOR'S REPORT

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 (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Commission 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 opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

CITY OF APOPKA MINUTES

Minutes of the City Commission Meeting held on May 20, 2026 at 7:00 PM, in the City of Apopka Commission Chambers.

Present:

- Mayor Nick Nesta
- Vice Mayor Diane Velazquez
- Commissioner Yesenia Baron
- Commissioner Sam Ruth
- Commissioner Nadia Anderson
- Attorney Cliff Shepard

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Todd Lamphere – Provided Invocation and Pledge of Allegiance.

PUBLIC COMMENT

Mayor Nesta opened the Public Period. Public comment was given as follows:

- **Dr. Jim Moyer** – Orange Soil & Water Conservation District, presentation water challenge.
- **Dr. O** – Resolution regarding buying and growing local.
- **Albert McKimmie** – Legal advice the City is paying for.
- **Virginia Street** – Unhoused and needy in Apopka.
- **Nikki Maguire w/ NAOMI Kids** – gave thanks for the support from the city, supporting the youth.

There being no one else who wished to speak, Mayor Nesta closed the Public Period.

APPROVAL OF MINUTES

1. Approval of Regular City Commission Meeting Minutes of May 6, 2026.
 - a. **Mayor Nesta** asked for a motion to approve the minutes from May 6, 2026.
 - b. **Motion by Commissioner Baron** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**

AGENDA REVIEW

- **Radley Williams, Interim City Administrator** advised no changes.

PROCLAMATION

1. 2026 Building Safety Month
Presented by: Mayor Nesta
2. 2026 Emancipation Day
Presented by: Mayor Nesta

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for Sheeler Oaks Drive.
2. Execute Release of Code Enforcement Lien for 1457 Crawford Drive.
3. Authorize the execution of piggyback contracts for the assigned terms: All Eleven Awarded Vendors per the attached, Wind River Environmental, LLC, Flotech Environmental, LLC, Hubbard Construction Company d/b/a Mid Florida Materials, Rexel USA, Inc., USSI, LLC, and Angel Armor, LLC.
4. Authorize the execution of contracts with Routeware Inc., and Priority Dispatch Corp., per the assigned terms.
5. Accept the disbursement report for April 2026.
6. City of Apopka FY2026 Budget-to-Actual for Seven Months Ending April 30, 2026.

Mayor Nesta opened the Public Period. There being no one who wished to speak, Mayor Nesta closed the Public Period.

- a. **Mayor Nesta** asked for a Motion to approve six (6) consent agenda items.
- b. **Motion** by **Commissioner Ruth** and seconded by **Commissioner Anderson**.
- c. **Motion carried unanimously.**

BUSINESS (Action item)

1. Approve the Seventh Amendment to the Memorandum of Agreement for Conveyance of the Golden Gem Road Property
Presented by: Vladimir Simonovski, Public Works Director

Mayor Nesta opened the Public Period. Public comment was given as follows:

- **Albert McKimmie** – Golden Gem Pond past planned repairs.
- **Dr. O** – Things to consider and research that needs to be done first.

There being no one else who wished to speak, Mayor Nesta closed the Public Period.

- a. **Mayor Nesta** asked for a Motion to approve the Seventh Amendment to the Memorandum of Agreement for Conveyance of the Golden Gem Road Property
- b. **Motion** by **Commissioner Baron** and seconded by **Vice Mayor Velazquez**.

c. Motion carried unanimously.

2. Quasi-Judicial - Sheeler Park Subdivision - Major Development Plan
Owner(s): Marvin Reid and Susan Reid
Applicant: Marc Stehli
Parcel Identification Number(s): 22-21-28-0000-00-073 and 22-21-28-0000-00-227
Location: 1920 Sheeler Avenue
Project: Sheeler Park Subdivision Major Development Plan
Total Size: 40.17 +/- acre
Proposed Number of Residential Units: 115 Single-Family Residential
Proposed Density: 2.86 dwelling units per acre
Schools: Lakeville ES, Piedmont Lakes MS, Wekiva HS
Presented by: Jun Sohn, Ph.D.

Mayor Nesta opened the Public Period. Public comment was given as follows:

- **Nikki McGuire** – Consideration of the location of this development, flooding issues.
- **Dr. O** – Thoroughness of the report, tree canopy.

There being no one else who wished to speak, Mayor Nesta closed the Public Period.

- a. **Mayor Nesta** asked for a Motion to approve Quasi-Judicial - Sheeler Park Subdivision - Major Development Plan
- b. **Motion** by **Commissioner Anderson** and seconded by **Vice Mayor Velazquez**.
- c. **Motion carried 4 to 1 with Commissioner Baron voting Nay.**

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

CITY COMMISSION REPORTS

ADJOURNMENT

The meeting adjourned at 8:25 P.M.

All video recordings of City Commission Meetings are always posted on the City of Apopka's YouTube page, for viewing.

Nick Nesta, Mayor

Attest: _____
Susan M. Bone, City Clerk

CITY OF APOPKA
City Commission Meeting Minutes
May 20, 2026

Prepared by: _____
Jodi Wrigley, Deputy City Clerk



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: June 3, 2026

Department: Finance Department

SUBJECT:

Authorize the Finance Director to accept and execute the Florida Department of Environmental Protection (FDEP) (26PLN64) Original Agreement in the amount of \$195,000 for the City of Apopka Comprehensive Stormwater Adaptation Plan project.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the Finance Director to accept and execute the FDEP (26PLN64) Original Agreement in the amount of \$195,000 for the City of Apopka Comprehensive Stormwater Adaptation Plan project.

SUMMARY:

The City of Apopka (Grantee) will develop a comprehensive Adaptation Plan consistent with the Florida Adaptation Planning Guidebook. The Adaptation Plan will address climate-related risks, existing infrastructure deficiencies and vulnerabilities across critical asset classes as defined in section 380.093 (2), Florida Statutes, with a particular focus on stormwater infrastructure. The plan will identify adaptation needs, recommend strategies, prioritize projects, and guide future capital planning and resilience investments.

The Grant Period is: **07/01/2025–06/30/2028**. Contractual service expenses (professional services not performed by staff of the Grantee) incurred after 07/01/2025 and before execution are eligible for reimbursement. The tasks included in the scope are:

- Task 1: Draft Adaptation Needs and Strategies
- Task 2: Community Prioritization of Adaptation Needs
- Task 3: Final Adaptation Plan
- Task 4: Public Outreach Meetings and Stakeholder Engagement

Additional Information: The City has received a Federal Emergency Management Agency (FEMA) Award Notification for the 4673-305-P27 City of Apopka Stormwater Master Plan project (Project Cost: \$400,000 / Federal Share: \$300,000 / Local Share: \$100,000). The City is pending the transmittal of the Grant Agreement from Florida Division of Emergency Management (FDEM) (the pass-through entity) for City review and execution.

FUNDING SOURCE:

Grant funding from FDEP. No match required.

RECOMMENDED MOTION:

Authorize the Finance Director to accept and execute the FDEP (26PLN64) Original Agreement in the amount of \$195,000 for the City of Apopka Comprehensive Stormwater Adaptation Plan project.

ATTACHMENTS:

1. FDEP (26PLN64) - Original Agreement

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): City of Apopka Comprehensive Stormwater Adaptation Plan Agreement Number: 26PLN64

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

Grantee Name: City of Apopka Entity Type: Local Government
Grantee Address: 120 E. Main Street
Apopka, Florida 32703 FEID: 59-6000265 (Grantee)

3. Agreement Begin Date: 7/1/2025 Date of Expiration: 6/30/2028

4. Project Number: Project Location(s): Orange County, Florida
(If different from Agreement Number)
Project Description: The project will develop a comprehensive Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$195,000.00	☒ State ☐ Federal	FY 25-26 GAA Line Item #1659	\$ 195,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 195,000.00

6. Department's Grant Manager Name: Corey Downs or successor Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8452
Email: Corey.Downs@FloridaDEP.gov
Grantee's Grant Manager Name: Precious Lewis or successor Address: 150 E. 5th Street
Apopka, Florida, 32703
Phone: 407-703-1696
Email: PLewis@Apopka.net

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

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

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

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

City of Apopka **GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

Blanche Sherman, Finance Director

Print Name and Title of Person Signing

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

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager,



DEP QC Reviewer,

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

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

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

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

3. Agreement Duration.

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

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

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

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

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

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

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

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26PLN64**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is City of Apopka Comprehensive Stormwater Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

c. Workers' Compensation and Employer's Liability Coverage.

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

Attachment 2

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according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN64**

ATTACHMENT 3

PROJECT TITLE: City of Apopka Comprehensive Stormwater Adaptation Plan.

PROJECT LOCATION: The Project is located in City of Apopka within Orange County, Florida.

PROJECT DESCRIPTION:

The City of Apopka (Grantee) will develop a comprehensive Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The AP will address climate related risks, existing infrastructure deficiencies and vulnerabilities across critical asset classes as defined in section 380.093 (2), Florida Statutes, with a particular focus on stormwater infrastructure. The plan will identify adaptation needs, recommend strategies, prioritize projects, and guide future capital planning and resilience investments.

TASKS AND DELIVERABLES:

Task 1: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 2: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. Community input will be used to align adaptation priorities.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 3: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. The final AP will include

prioritized adaptation projects for each applicable asset class, including stormwater infrastructure, for consideration in future funding and implementation.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 4: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Outreach Meeting**

The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

- **Public Presentation of the Final AP**

The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.2 Public Outreach Meeting:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.3 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the “Public Outreach Meetings and Stakeholder Engagement” and “Peril of Flood Compliance” tasks, if included. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee’s contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure

category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Draft Adaptation Needs and Strategies	Contractual Services	\$70,000	\$0	\$70,000	7/1/2025	6/30/2027
2	Community Prioritization of Adaptation Needs	Contractual Services	\$25,000	\$0	\$25,000	7/1/2025	9/30/2027
3	Final Adaptation Plan	Contractual Services	\$70,000	\$0	\$70,000	7/1/2025	3/31/2028
4	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$30,000	\$0	\$30,000	7/1/2025	3/31/2028
Total:			\$195,000	\$0	\$195,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	\$195,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$195,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

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

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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

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

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

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

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

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

EXHIBIT F
DEP AGREEMENT NO. 26PLN64

CITY OF APOPKA COMPREHENSIVE STORMWATER ADAPTATION PLAN

City of Apopka

Final Project Report



Insert Month & Year

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

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

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

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

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

MONTH & YEAR: Enter month and year of publication

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

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



Florida Department of Environmental Protection

EXHIBIT G

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

DEP AGREEMENT NO: 26PLN64

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ Email: _____

License and Indemnification

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

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

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

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

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

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

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

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

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

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 26PLN64

11/19/2021

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

Exhibit H

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

DEP Agreement Number:

Project Title:

Grantee:

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

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

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

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

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

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

Printed Name: Blanche W. Sherman, CPA

Title: Finance Director

Signature:

Blanche W. Sherman

Date:

5/4/2024



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: June 3, 2026

Department: Police Department

SUBJECT:

Authorize the Chief of Police to accept and execute agreements/contracts with the Department of Defense, Florida Telecommunications Accreditation Commission, and the Florida Department of Highway Safety and Motor Vehicles, in accordance with the assigned terms.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the execution of three agreements/contracts, in accordance with the assigned terms.

SUMMARY:

The Chief of Police requests City Council approval to execute the following three agreements/contracts on behalf of the Apopka Police Department:

1. State Plan of Operation (SPO) — Law Enforcement Support Office (LESO) — Authorization to execute the State Plan of Operation agreement between the State of Florida and the Apopka Police Department for participation in the Law Enforcement Support Office (LESO) Program. This allows the Police Department to receive excess Department of Defense (DoD) property and equipment for law enforcement use.
2. Florida Telecommunications Accreditation Commission Agreement — Authorization to execute the Florida Telecommunications Accreditation Commission agreement associated with communications accreditation standards and compliance requirements. Execution of the agreement is necessary due to the appointment of a new Chief of Police and a new Accreditation Commission Executive Director.
3. Biometric Facial Analysis System MOU — Authorization to execute a Memorandum of Understanding (MOU) between the Florida Department of Highway Safety and Motor Vehicles and the Apopka Police Department to allow authorized personnel access to the biometric facial analysis system utilized for investigative purposes. The program is currently administered through the Pinellas County Sheriff's Office and provides access for agency personnel assigned to investigative functions.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the execution of agreements/contracts with the Department of Defense, Florida Telecommunications Accreditation Commission, and the Florida Department of Highway Safety and Motor Vehicles, in accordance with the assigned terms.

ATTACHMENTS:

1. Department of Defense State Plan of Operation

2. Florida Telecommunications Accreditation Commission
3. FLHSMV Access to Biometric Facial Analysis System MOU

State Plan of Operation (SPO) between:

The State of Florida and the

(State/United States Territory)

Apopka Police Department

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Dale Howard

State Point of Contact (SPOC): Cherie Williams

State Point of Contact (SPOC): _____

State Point of Contact (SPOC): _____

ii) SC/SPOC Facility Information:

Physical Mailing Address: 4050 Esplanade Way, Tallahassee FL, 32399

Email: Dale.Howard@dms.fl.gov

Phone Number: 850-879-4539

Website: <https://www.dms.myflorida.com/LESO>

Hours of Operation: 8:00 a.m. to 5:00 p.m., Monday - Friday

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Florida has designated in writing with an effective date of February, 13, 2014, to implement this program statewide as well as conduct management and oversight of this

program. Funding/Budgeting to administer this program is provided by administrative fees.

The administrative fees are used to provide program oversight, support assistance to the LEAs to include computer / telephone/technical and LESO program access and physical site visits to the LEAs for inventory accountability

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

- a) Conduct quarterly reconciliations of State property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.
- c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only

screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances

where small arm allocation amounts

exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs.

LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall

be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of **Florida**, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by **July 31st**. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification

of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):

1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

- i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.
- ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.
- iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.
- iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.
- v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
- vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.
- vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal

Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Florida

Full Name (Print): Dale Howard

Signature (Sign): Dale Howard Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee): Lovetta Quinn-Henry, PhD.

Title (Print): Chief of Police

Full Name (Print): Lovetta Quinn-Henry, PhD.

Signature (Sign): _____ Date (MM/DD/YYYY): _____

**APPLICATION FOR FEDERAL PARTICIPATION / AUTHORIZED
SCREENERS LETTER INSTRUCTIONS**

The LESO will only accept applications from the Federal Coordinators office. DO NOT send directly to the LESO.

**Indicates a required field*

Section 1:

*Agency Name: Enter Official Agency name.

*Originating Agency Identifier (ORI) Number: Enter assigned Agency ORI number.

*Agency Physical Address: Enter agency physical location. (ORI number should be attached to this address)

*City: Enter City of Agency/Activity

*State: Enter State Abbreviation

*Zip Code: Enter Zip Code of Agency address

*NCIC P.O. Box or Address: If different than Agency Physical Address.

*Full-Time Officers: Enter number of compensated officers with arrest and apprehension authority.

*RTD Screener Identification: "RTD Screener" - An individual(s) authorized to search items that may become available to this agency via the Reutilization Transfer and Donation (RTD) Web. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency (Agency MUST have at least 1 RTD Screener).

*Enter Screener Title/Rank: Enter Official Title/Rank (ex. Special Agent, Admin Specialist, Property Officer)

*First Name: Enter full first name as indicated on driver's license. (Initials will not be accepted)

*Last Name: Enter full last name as indicated on driver's license.

*Email Address: Enter screener email address

*Phone Number: Enter screener phone number

Section 2: (Reserved for Head of Local Federal Agency Only)

Law Enforcement Agency/Activity-The LESO Program defines this as a Governmental agency, to include a division of the Federal Agency, whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement Officers have the powers of arrest and apprehension.

*Certification statement checkbox: This box must be checked prior to submission to your Federal Coordinator. This check box indicates that 1) Your agency/activity meets the definition of a "Law Enforcement Agency/Activity" as prescribed by the LESO Program, and all information contained in this application is valid and accurate. 2) That your agency/activity will provide an updated application for participation if any changes occur to the Head of the Local Federal Agency. 3) Agency agency physical address changes. 4) RTD Screener additions or deletions. The Federal Coordinator must approve all changes.

*Title: Provide Official Title (agent in charge, field director, etc)

*Printed Name: Enter full name as indicated on driver's license. (Initials are not accepted)

*Signature: Head of Local Federal Agency: Applications for participation cannot be signed by anyone but the head of the agency/activity. Digital signatures will be accepted.

*Date: Enter Date of Signature. (Applications are to be submitted via email to LESO by respective LESO Federal Coordinator Office within 30 calendar days of the CLEO signature date)

The LESO will only accept applications from the Federal Coordinators office. DO NOT send directly to the LESO.

Section 3: (Reserved for Federal HQ Coordinator or Designee use only)

*Printed name: Enter full name as indicated on drivers license. (Initials are not accepted)

*Signature: Signature of Federal Coordinator. Digital signatures will be accepted.

*Date: Enter date of signature

Section 4 : Reserved for LESO Use Only



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Federal Application for Participation / Authorized Screeners Letter

Agency Name: Originating Agency Identifier (ORI)#:
(If applicable)
Agency Physical Address: City:
State: Zip: NCIC P.O. Box or Address:
(If different than above)
HQ Agency (ie: DOJ/DOI):
Agency must have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority for the field activity only; not the whole Federal Agency. # of officers:

RTD Screener - An individual(s) authorized to search and requisition items that may become available to this agency via the Reutilization Transfer and Donation (RTD) Web. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. **Note: At least one RTD Screener is required.**

	Official Title	First Name	Last Name	Email Address	Phone Number
RTD Screener #1:	Lieutenant	Carol	McMaster	cmcmaster@apopka.net	407-703-1820
RTD Screener #2:	Sergeant	Brett	Webster	bwebster@apopka.net	407-703-1487
RTD Screener #3:					
RTD Screener #4:					
RTD Screener #5:					

SECTION 2:

RESERVED FOR HEAD OF LOCAL FEDERAL AGENCY USE ONLY
(i.e. Supervisor/Regional Agent in Charge/Special Agent in Charge)

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency, to include a division of the Federal Agency, whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide LESO an application to

- ☒ update my agency participant information if the following information changes: 1. Head of Local Federal Agency changes, 2. Agency physical address changes, or 3. RTD Screener additions/deletions. **Note: Provide new or updated applications to your Federal Agency Coordinator.**

By signing this application, I certify under penalty of perjury that the foregoing is true and correct.

Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief of Police	Lovetta Quinn-Henry, PhD.		
OFFICIAL TITLE	PRINTED NAME	SIGNATURE	DATE

SECTION 3:

RESERVED FOR FEDERAL HQ COORDINATOR OR DESIGNEE USE ONLY
(i.e. Property Book Officer, etc.)

As the Federal Coordinator or Designee, it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2. I certify that all information contained in this application is valid and accurate.

OFFICIAL TITLE	PRINTED NAME	SIGNATURE	DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

Agency DODAAC: Screener letter is valid one year from this date:
Federal Liaison Signatory: Program Manager Signatory:
Federal Liaison Printed Name: Program Manager Printed Name:
POC conversation: Verified Head of Local Federal Agency: ☐ All email addresses end in ".gov": ☐
Other Notes:



FLORIDA TELECOMMUNICATIONS ACCREDITATION COMMISSION



ACCREDITATION AGREEMENT

This Agreement is entered into between the

Apopka Police Department

hereafter referred to as the "Applicant," and the Florida Telecommunications Accreditation Commission, which is a Commission operating under the Florida Police Accreditation Coalition, Inc., a Florida not-for-profit corporation at 300 N. Moss Rd. Winter Springs, FL 32708, hereafter referred to as the "Commission."

WITNESSETH

The Applicant and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid the Commission by the Applicant hereinafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

- 1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement
 - (a) by assessing the Applicant's compliance with the standards established by the Commission in order for the Commission to determine if the Applicant is eligible for accredited status; and,
 - (b) by maintaining compliance with those standards by which they were accredited until the agency is reaccredited.
- 1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to initial accreditation and the Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation process.

2. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

- 2.1 Provide all information, using its best and honest judgment in good faith, requested by the Commission.
- 2.2 Provide all documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the county and locality, or municipality in which the Applicant is located.
- 2.3 Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the Commission.
- 2.4 Provide one or more persons to assist the Commission's representatives, hereafter referred to as the "Assessors," in making the necessary inquiries and assessments of agency information relative to compliance with the standards, provide access to files and records, and provide necessary facilities that are requested by the Assessors.

- 2.5 Respond to all communications from the Commission within ten (10) business days from the receipt thereof.
- 2.6 An applicant seeking accreditation by comparative compliance must satisfy the Commission standards found in the current edition of the FLA-TAC Standards Manual.
- 2.7 If the Applicant received accredited status by comparative compliance, the Applicant must promptly notify the Commission in writing upon the expiration, revocation, or withdrawal of Applicant's accredited status.

3. COMMISSION'S RESPONSIBILITIES:

The Commission agrees to:

- 3.1 Provide necessary documentation, forms and instructions regarding the accreditation process.
- 3.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's compliance with standards.
- 3.3 Promptly analyze all compliance data and advise the Applicant of
 - (a) any need for additional information, or
 - (b) the results of the on-site assessment.
- 3.4 Assess all compliance data against the standards and certify the Applicant as accredited if the relevant standards are met and compliance is accepted by the Commission.
- 3.5 If the Applicant is accredited, provide
 - (a) a certificate, or
 - (b) additional indications of accreditation, if necessary.
- 3.6 Following an examination of compliance with the applicable standards, if the Applicant is not accredited by the Commission at the time of review, the Applicant will be notified with the reasons for such determination within 30 days.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

- 4.1 This Agreement shall take effect when the Applicant's Chief Executive Officer, or authorized representative and the Commission's authorized representative sign the Agreement.
- 4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:
 - (a) Failure to achieve accreditation within 24 months of signing this agreement; or except as provided in Section 4.3; or
 - (b) Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
 - (c) Upon termination pursuant to Section 5.2 hereof; or
 - (d) Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with standards set forth by the Commission; or
 - (e) Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's accreditation within the time mandated, except that the Agreement may be extended pursuant to Section 4.3; or

(f) Upon expiration or revocation of the Applicant's accredited status.

4.3 The Applicant may submit a written request to the Commission to extend this Agreement in order to comply with the relevant standards for accreditation. The Commission, in its discretion, may grant an extension in accordance with the "Contract Extension Policy" , and in such an event the Applicant shall pay any additional fees the Commission deems reasonable.

4.4 Reaccreditation: An agency must execute a Reaccreditation Agreement in the same formality as this agreement at least 12 (twelve) months prior to the expiration of their accredited status. The terms and conditions of reaccreditation shall be as agreed upon in the Reaccreditation Agreement. Failure to timely execute a Reaccreditation Agreement with the Commission may result in the lapse of the Applicant's accredited status.

5. MODIFICATIONS:

5.1 Applicant shall not make any modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Applicant recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse and agree to all modifications and amendments. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses to comply with any modifications or amendments, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, within twenty (20) days, of such refusal.

5.3 Applicant must utilize the most current edition of the FLA-TAC Standards Manual in circulation at time of signing this Agreement. If the Commission approves another standards edition during the pendency of this Agreement, Applicant may notify the Commission in writing of its intent to utilize the approved edition of standards. New or amended standards are effective upon enactment. Compliance by Applicant must be demonstrated at their next on-site assessment following the enactment date. If Applicant's on-site occurs within one year of enactment date, Applicant may delay compliance for up to one year after the enactment date. The Applicant must utilize only one edition of the standards in its entirety.

6. TIME AND MANNER OF PAYMENT:

6.1 Payment of fees shall be based upon the fee structure below. Fees are collected annually, in three (3) equal installments; or the Center pay in full upon receipt of the invoice. Payments shall be made to the Florida Police Accreditation Coalition, Inc.

6.2 The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.

6.3 Applicants pursuing full compliance accreditation shall be required to pay a fee to the Commission for accreditation in accordance with the following fee structure. Such fee structure is based on the number of employees employed by the Center at the time this agreement is executed:

<i>Initial Accreditation and Reaccreditation</i>	
Total Number of Center Employees	Fee
1 – 150	\$1,500.00
151 or greater	\$2,500.00

6.4 Applicants pursuing comparative compliance accreditation, i.e., those applicants currently accredited with the Commission for Florida Law Enforcement Accreditation (CFA) shall be required to pay a fee to the Commission in accordance with the following fee structure. Such fee structure is based on the number of employees employed by the Center at the time this

agreement is executed:

<i>Comparative Compliance (CFA)</i> <i>Initial Accreditation and Reaccreditation</i>	
Total Number of Center Employees	Fee
1 – 150	\$1,000.00
151 or greater	\$1,500.00

- 6.5 The Applicant agrees that any and all fees submitted will be forfeited if the Applicant does not become accredited within two (2) years or withdraws from the process before the completion.

7. NEWS RELEASES:

- 7.1 The Commission shall have the right to identify the Applicant in news releases and any publicity program the Commission deems appropriate after the Applicant's on-site has been scheduled. The purpose of said news release or publicity programs will be to identify the Applicant as seeking accreditation. Where specific mention of the Applicant is used in this regard, a copy of the news release or publicity material will be provided to the Applicant for its information.

- 7.2 The Applicant shall provide the Commission with a copy of all its news releases or publicity material concerning its accreditation activities.

8. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

- 8.1 In all matters pertaining to this Agreement, the Commission shall be acting as an independent contractor, and neither the Commission nor any officer, or agent of the Commission will be deemed an employee of the Applicant. The selection and designation of the personnel of the Commission as it relates to performance of its responsibilities under this Agreement shall be made by the Commission.

9. WARRANTY NOT INTENDED OR IMPLIED:

- 9.1 It is understood that the Commission's award of accreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant Agency with all applicable standards of accreditation and further, that it is not a substitute for the Applicant Agency's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.
- 9.2 The Commission makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to aspect of the standards contained herein.

10. INTEGRATION:

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

11. SEVERABILITY:

- 11.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- 11.2 The terms and conditions of this Agreement shall be binding on the Applicant for the entire accreditation period.

12. CHOICE OF LAW:

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

13. MAINTAINING THE APPLICANT'S ACCREDITED STATUS:

13.1 If the Applicant is awarded accredited status by the Commission, the Applicant agrees to remain in compliance with those standards under which accreditation is awarded. New or amended standards are effective upon enactment. Compliance by Applicant must be demonstrated at their next on-site assessment following the enactment date. If Applicant's on-site occurs within one year of enactment date, Applicant may delay compliance for up to one year after the enactment date. After an award of accreditation, the Applicant agrees to

- (a) file a brief annual report that testifies to its continuing compliance on a form approved by the Commission and
- (b) promptly notify the Commission when it cannot maintain compliance with standards under which it was accredited.

13.2 If the Commission has determined that reasonable grounds exists to believe an agency is not in compliance with the standards under which accreditation was awarded, the Commission may require an immediate on-site review (full or partial) at any time during the Applicant's accreditation period at the expense of the Applicant. The Commission may revoke accredited status if the review indicates that the Applicant is not in compliance with the standards under which it was accredited or may take such other action as the Commission deems appropriate.

14. WAIVER:

Any waiver by the Commission of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

15. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

16. HEADINGS:

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

17. CONSENT TO BE BOUND:

17.1 The Applicant has read the following document and agrees to and accepts the standards set forth by the Florida Telecommunications Accreditation Commission, Inc.

17.2 All disputes arising under this Accreditation Agreement of the enforcement, execution, or any other actions, relative to this Accreditation Agreement or any other agreement, standard, rule, or regulation, pertaining to the accreditation process and the maintenance of accreditation thereafter, will be arbitrated in the city of Orlando, Florida, pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

17.3 The person signing on behalf of the Applicant hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of this Section

18. The applicant agrees to purchase a license for PowerDMS assessment software which is a requirement under this agreement. PowerDMS software shall be utilized for the accreditation process.

- 18.1 A fee of one thousand, five hundred dollars (\$1,500) must be paid to PowerDMS upon the signing of this agreement. The fee is for the entire three year cycle and may be paid in one, two or three annual installments.

Public Records Compliance

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- A. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- B. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation

of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on

(date):_____.

Attest: _____

* Title: _____

Attest: _____

** Title: _____

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on

(date):_____.

Florida Telecommunications Accreditation Commission

By: _____
Executive Director

* Title of the Applicant's Chief Executive Officer

** Title of the appropriate civil authority in the event such signature is required to effect this Agreement.

(date):_____.

**Memorandum of Understanding
for Access to
Biometric Facial Analysis System**

This Memorandum of Understanding (MOU) is made and entered into by and between the Apopka Police Department, hereinafter referred to as the Requesting Party or Third-Party End User, as defined herein, executing this MOU, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the "Parties."

I. THE PARTIES

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains Driver License Information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. § 2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), sections 119.0712(2), 322.142, and 501.171, Fla. Stat., and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida and/or operating under Federal law and is requesting Driver License Information, including access to digital images of full-face Driver License Photographs from the Providing Agency, for purposes of biometric comparison, and by signature hereon, declares that it is qualified to obtain both personal information and highly restricted personal information under the exception number(s), listed in Attachment I, authorized by DPPA and sections 119.0712(2) and 322.142, Fla. Stat.

The Third-Party End User is a law enforcement agency operating under the laws and authority of the state of Florida and/or operating under Federal law and is requesting Driver License Information, including access to digital images of full-face Driver License Photographs through

the Requesting Party for purposes of biometric comparison, and by signature hereon, declares that it is qualified to obtain both personal information and highly restricted personal information under the exception number(s), listed in Attachment I, authorized by DPPA and sections 119.0712(2) and 322.142, Fla. Stat.

II. PURPOSE

This MOU is entered into for the purposes of establishing the conditions and limitations under which the Providing Agency agrees to provide or otherwise make available electronic access to its Biometric Facial Analysis System to the Requesting Party or Third-Party End User.

Any Driver License Information and Driver License Photographs provided under the authority of this MOU shall be for the purposes of biometric comparison and not as positive comparison of any individual. Such information, including photographs, shall be considered an investigative lead to be manually analyzed, evaluated, and compared against a Probe Photograph, as defined below, by the Requesting Party or Third-Party End User.

III. DEFINITIONS

For the purposes of this MOU, the below-listed terms shall have the following meanings:

- A. Biometric Facial Analysis System (BFAS) – The Providing Agency’s Biometric Facial Analysis System, provided through its selected vendor, consisting of all the equipment, software, accessories, and similar items required for the automatic processing of digital images that contain the faces of individuals for purposes of comparison, authentication/verification of those individuals.
- B. Business Point-of-Contact - A person appointed by the Requesting Party or Third-Party End User to assist the Providing Agency with the administration of the MOU.
- C. Driver License Information – Driver license and identification card data and information collected and maintained by the Providing Agency. This data and information include personal information and highly restricted personal information, as defined in items F and I below.

- D. Driver License Photograph – Digital image(s) of an individual collected and maintained by the Providing Agency pursuant to Chapter 322, Fla. Stat. The photograph can only be provided pursuant to section 322.142, Fla. Stat.
- E. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information and highly restricted personal information, except as otherwise specifically permitted within the Act.
- F. Highly Restricted Personal Information- Includes, but is not limited to, Driver License Photographs, medical or disability information or social security number.
- G. Law Enforcement Agency - An agency whose primary responsibility is the prevention and detection of crime and the enforcement of the penal, criminal, traffic, or highway laws of the state or country; and is also a Criminal Justice Agency subject to and in good standing under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy; and is either a state, county, or city government agency that employs sworn law enforcement officers, as defined in section 943.10(1), Fla. Stat., or is a federal agency that employs full-time officers with authority to make arrests and carry firearms while on duty.
- H. Personal Identifiable Information – Information about an individual provided by the BFAS, which may include, but is not limited to, the Driver License Photograph, customer number, name, address (city, state, and zip only), gender, date of birth, height, driver license number, driver license issue date, and race. Personal Identifiable Information includes information that is defined as Personal Information and Highly Restricted Personal Information under DPPA.
- I. Personal Information- As described in section 119.0712(2)(b), Fla. Stat., and 18 U.S.C. § 2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver comparison number, name, address, (but not the 5 – digit zip code), date of birth, height, and medical or disability information.
- J. Probe Photograph – The photograph provided by a Law Enforcement Agency that is being submitted for comparison with Driver License Photographs in the Providing

Agency's BFAS.

- K. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data and information to the Requesting Party and Third-Party End User, as applicable.
- L. Quarterly Quality Control Review Report – Report completed each quarter by the Business Point-of-Contact to monitor compliance with this agreement containing the information required in Section VII., Compliance and Control Measures, subsection A.
- M. Requesting Party - Any Law Enforcement Agency that is expressly authorized by sections 119.0712(2) and 322.142, Fla. Stat., and DPPA to request and receive Driver License Information including Driver License Photographs contained in a driver license record for purposes of biometric comparison through an electronic interface with the Providing Agency.
- N. Technical Point-of-Contact - A person appointed by the Requesting Party to oversee the setup, maintenance, and operation of the Biometric Facial Recognition System interface with the Providing Agency.
- O. Third-Party End User - Any Law Enforcement Agency that is expressly authorized by sections 119.0712(2) and 322.142, Fla. Stat., and DPPA to request and receive Driver License Information including Driver License Photographs contained in driver license records for purposes of biometric comparison through an interface with the Requesting Party and has entered into a Memorandum of Understanding with the Providing Agency authorizing such access.
- P. Web Service - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data and information.

IV. LEGAL AUTHORITY

- A. The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and

section 324.242(2), Fla. Stat. The driver license, motor vehicle, and vessel data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Fla. Stat., and, as such, is subject to public disclosure unless otherwise exempted by law.

- B. As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.
- C. Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses, including Personal Identifiable Information, authorized to be released pursuant to sections 119.0712(2) and 322.142, Fla. Stat., and DPPA.
- D. This MOU is governed by the laws of the State of Florida, to the extent not in conflict with federal law, and venue of any dispute arising from this MOU shall be in Leon County, Florida.
- E. The Parties agree that all provisions herein concerning the protection, disclosure, or distribution of data providing by the Providing Agency to the Requesting Party and/or Third-Party End User shall survive the expiration or termination of this MOU and that the Providing Agency reserves the right to enforce the provisions of this MOU after the MOU's expiration or termination, including obtaining injunctive relief.

V. STATEMENT OF WORK

- A. The Providing Agency agrees to:
 - 1. Provide the Requesting Party with the technical specifications, and any additional information required to access data and information in accordance with one of the following allowed access methods:
 - a) Access via the BFAS's Application Program Interface (API) using the Requesting Party's User Interface (UI)
 - b) Access via the BFAS 's User Interface (UI)
 - 2. Allow the Requesting Party to electronically access data and information as

authorized under this MOU.

3. Provide electronic access to Personal Identifiable Information pursuant to roles and times established other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M., ET.
4. Provide a contact person for assistance with the implementation of services to be provided under this MOU.

B. The Requesting Party and/or Third-Party End User agrees to:

1. Utilize information obtained pursuant to this MOU, only as authorized by law for the purposes prescribed by law, and as further described in this MOU.
2. Search and compare Probe Photographs to Personal Identifiable Information for biometric comparison utilizing one of the allowed access methods identified in Section V, Statement of Work, subsection A.1., above. This search and comparison may only be conducted when:
 - a) The Requesting Party or Third-Party End User has reasonable suspicion that the person in the Probe Photograph being searched is the suspect, person of interest, witness or victim of a crime, and can associate the probe photograph with an investigative case number; or,
 - b) To intervene in life-threatening emergencies; or,
 - c) To locate missing persons where the Probe Photograph can be associated with an investigative case number; or,
 - d) To assist with the comparison of and/or determine the identity of individuals that are unable to communicate their identity; or
 - e) To prevent or investigate the crime of terrorism as defined in 18 U.S. Code § 2332b or section 775.30, Fla. Stat., where the Probe Photograph can be associated with an investigative case number.

3. Not use Personal Identifiable Information for biometric comparison solely to track or identify individuals engaging in political, religious, or other protected free speech.
4. Maintain the confidential and exempt status of any and all information provided by the Providing Agency in compliance with this MOU and sections 119.0712(2) and 322.142, Fla. Stat., and DPPA.
5. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section VI. Safeguarding Information, subsection B, 3 and 5.
6. Ensure that its employees and agents comply with Section VI. Safeguarding Information.
7. Prior to allowing access to FLHSMV photographs through BFAS to a Third-Party End User, the Requesting Party shall confirm with the Providing Agency that the Third-Party End User has a valid MOU with the Providing Agency.
8. Self-report to the Providing Agency all violations of this MOU within thirty (30) days of discovery of such violation(s). The report shall include a description of the violation, the time period of the violation, the number of records impacted, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation. If the report cannot be completed within thirty (30) days, the Requesting Party or Third-Party End User agrees to notify the Providing Agency of the violation no later than the end of the thirtieth day by providing a written summary of the incident, and submit the full report as soon as possible upon its completion.
9. If the Providing Agency determines the Third-Party End User has violated the provisions of sections 119.0712 or 322.142, Fla. Stat., DPPA, or this MOU, the Requesting Party agrees to terminate the Third-Party End User's access to all Personal Identifiable Information upon a written request from the Providing Agency.

10. The Requesting Party accepts responsibility for interfacing with any and all Third-Party End Users. It is the sole responsibility of the Requesting Party to provide the interface which will allow Third-Party End Users to access Personal Identifiable Information through the Requesting Party's system.
11. Establish procedures and controls to ensure that its employees and agents comply with Section VI. Safeguarding Information. At a minimum, these controls must include a process for granting user access, logging use of the system by user, and reviewing use of the system on a quarterly basis, including reviewing the submission of Probe Photographs that do not have an associated investigative case number.
12. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
13. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party or Third-Party End User shall not share or provide any information to another unauthorized entity, agency, or person.
14. Protect and maintain the confidentiality and security of the data and information received from or through the Providing Agency in accordance with this MOU and applicable state and federal laws.
15. For Federal Agencies Only: If any injury, or loss of or damage to any real or personal property of any person, is caused by the Requesting Party or a Third-Party End User, its liability, if any, shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101, et seq., or such other Federal legal authority as may be pertinent. The liability of the Requesting Party or Third-Party End User under this paragraph is subject to the availability of appropriation for such payment, and nothing contained herein may be considered as a guarantee that Congress will at a later date appropriate

funds sufficient to meet any deficiencies.

16. For all records containing Personal Identifiable Information and released to a Requesting Party or Third-Party End User, maintain records identifying each person or entity that receives such information, and the permitted purpose for which it will be used, for a period of not less than five (5) years. The Requesting Party and/or Third-Party End User shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.
17. Pay all costs associated with electronic access to the Providing Agency's BFAS or to information or data contained therein.
18. Notify the Providing Agency within ten (10) calendar days of any changes to the name, address, telephone number and/or email address of the Requesting Party or Third-Party End User or the Business Point-of-Contact of the Requesting Party or of the Third-Party End User. The information shall be e-mailed to DataListingUnit@flhsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
19. Understand that this MOU is subject to any restrictions, limitations, or conditions enacted by the Florida Legislature, which may affect any or all terms of this MOU. The Requesting Party or Third-Party End User understands that they are obligated to comply with all applicable provisions of law.
20. Timely submit information required in Section VII. Compliance and Control Measures.

C. The Requesting Party:

1. Agrees to indemnify the Providing Agency and its employees and agents from any and all damages arising from the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.

2. Shall update its user's access/permissions upon reassignment of users within five (5) business days of the reassignment or within five (5) business days of notification from the Third-Party End User.
 3. Shall immediately inactivate its user's access/permissions, following separation, or negligent, improper, or unauthorized use or dissemination of any information or immediately after notification from the Third-Party End User.
- D. The Third-Party End User agrees to indemnify the Providing Agency and Requesting Party, and its employees and agents from any and all damages arising from the Third-Party End User's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.

VI. SAFEGUARDING INFORMATION

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapters 119 and 322, Fla. Stat., and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and applicable federal laws. Any disclosure of information shall be in accordance with 18 U.S.C. §2721(c). In the event of a security breach, the Requesting Party or Third-Party End User agrees to comply with the provisions of section 501.171, Fla. Stat.

Any person who violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in sections 119.10 and 775.083, Fla. Stat. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

- A. The Requesting Party and Third-Party End User shall notify the Providing Agency immediately of a known or suspected breach of security as defined by section 501.171, Fla. Stat., or other security incident as referenced in the External Information Security Policy (Attachment II).
- B. The Requesting Party and Third-Party End User shall notify the Providing Agency of any

of the following within five (5) business days:

1. Termination of any agreement/contract between the Requesting Party or Third-Party End User and any other state or State agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy.
2. Any pending litigation alleging violations of DPPA or under any state law relating to the protection of driver privacy.
3. Any instance where the Requesting Party or Third-Party End User is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.

C. The Parties mutually agree to the following:

1. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate law enforcement purpose, personal use, and the dissemination, sharing, copying, or passing of this or any unauthorized information to unauthorized persons.
2. The Requesting Party and Third-Party End User shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data and information pursuant to this MOU, except as otherwise provided in section 768.28, Florida Statutes.
3. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.
4. The Requesting Party and Third-Party End User shall adopt security requirements and standards consistent with sections 282.318 and 282.3185, Fla. Stat., Rule Chapter 60GG-2, Florida Administrative Code, and the Providing Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, information resources, and services. The

applicable Providing Agency security policies are set forth in the External Information Security Policy, Attachment II.

5. Access to the information received from the Providing Agency will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
6. All personnel, including personnel of Third-Party End Users, with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information prior to accessing the information. These acknowledgements must be maintained by the Requesting Party and/or Third-Party End User and be provided to the Providing Agency within ten (10) business days of a request.
7. All personnel, including personnel of Third-Party End Users, with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of the civil and criminal sanctions specified in state and federal law for unauthorized use of the data and information. These acknowledgements must be maintained in a current status by the Requesting Party or Third-Party End User and provided to the Providing Agency within ten (10) business days of a request.
8. Access by its users to the information exchanged under the terms of this MOU must be monitored on an ongoing basis by the Requesting Party and Third-Party End User. In addition, the Requesting Party and Third-Party End User must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VI. C. below.
9. All data and information received from the Providing Agency shall be encrypted during transmission to Third-Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.

10. By signing the MOU, the representatives of the Providing Agency, the Third-Party End User and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

VII. COMPLIANCE AND CONTROL MEASURES

- A. **Quarterly Quality Control Review Report** - The Requesting Party and Third-Party End User must complete a Quarterly Control Review Report, utilizing Attachment III, within ten (10) days after the end of each quarter and maintain completed reports for six years. This review must include the following:
 1. A list of all users who have access to the BFAS;
 2. A listing of any new or inactivated BFAS users since the last Quarterly Quality Control Review, to include any updates to user information, the reason for the change in access, and the date the change was made; and
 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- B. **Internal Control and Data Security Audit** - This MOU is contingent upon the Requesting Party and Third-Party End User having appropriate internal controls in place to ensure that data and other information being provided/received pursuant to this MOU is protected from unauthorized access, distribution, use, modification, or disclosure. At a minimum, these controls should include a process for granting user access, logging use of the system by user, and reviewing use of the system on a quarterly basis, including reviewing the submission of Probe Photographs that do not have an associated investigative case number. The Requesting Party must submit to the Providing Agency an Internal Control and Data Security Audit on or before the first anniversary of the execution date of this MOU, or within one hundred twenty (120) days from receipt of a written request from the Providing Agency. The Requesting Party may submit the Internal Control and Data Security Audit from their county or agency internal auditor or Inspector General, or from an independent Certified Public Accountant. The audit report shall be sent to the Providing Agency in the manner prescribed in Section XII, Notices.

1. The audit report shall:
 - a) Indicate whether the internal controls governing the use and dissemination of personal data have been evaluated based on the requirements of this MOU, including the completion of Quarterly Quality Control Review Reports (see Item B.2. below).
 - b) Indicate whether those internal controls included data security policies/procedures in place for personnel to follow and data security procedures/policies in place to protect personal data.
 - c) Indicate whether those data security procedures/policies have been approved by a Risk Management IT Security Professional, with credentials such as, but not limited to: CISA, CISSP, CISM, or CRISC.
 - d) Indicate whether any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence.
 - e) Include an opinion on whether those internal controls are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure.
2. The audit must be based on the requirements of this MOU, Florida Administrative Code Rule 60GG-2, and the Providing Agency's External Information Security Policy (Attachment II). Engagements that do not consider these specific criteria or do not render an independent auditor's opinion or conclusion will not meet the requirements for the Internal Control and Data Security Audit. The Parties agree that a SOC 2 Report, consulting service engagement, or other audit report type will not satisfy the requirements for the Internal Control and Data Security Audit if the SOC 2 Report, consulting service engagement, or other audit report does not specifically address each of the elements listed in Section VII., B., 1. a., b., c., d., and e.
3. The Parties agree that an audit report which includes an audit period entirely

outside the term of this MOU does not satisfy the requirements for the Internal Control and Data Security Audit.

4. The Requesting Party is responsible for clearly specifying the above audit requirements to the CPA, or government agency auditor, before audit work commences.

C. **Annual Certification Statement** – The Requesting Party and Third-Party End User shall each submit to the Providing Agency an annual statement, utilizing Attachment IV, indicating that the respective party has evaluated and certifies that it has adequate controls in place to protect the Personal Identifiable Information from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable laws. This statement shall be submitted to the Providing Agency annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party or Third-Party End User intends to enter into a new MOU, a certification statement, attesting that appropriate controls remained in place during the final year of this MOU and are currently in place, shall be required to be submitted to the Providing Agency prior to the execution of a subsequent MOU.

D. **Misuse of Personal Identifiable Information** – The Requesting Party or the Third-Party End User must notify the Providing Agency in writing of any incident where it is suspected or confirmed that Personal Identifiable Information has been misused by its users as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within thirty (30) days of such discovery. The statement must be provided on the Requesting Party's or Third-Party End User's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the

occurrence(s); the number of records misused; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the person(s) whose Personal Identifiable Information was misused, were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party or Third-Party End User to ensure that misuse of data and information does not continue or recur. If the outcome of the review cannot be provided timely due to an on-going investigation, the Requesting Party or Third-Party End User shall notify the Providing Agency of the incident, provide a summary of what occurred, and submit the detailed statement upon completion. This statement shall be sent to the Providing Agency in the manner prescribed in Section XII, Notices. (NOTE: If an incident involving breach of Personal Identifiable Information did occur, and the Requesting Party or Third-Party End User did not notify the owner(s) of the misused records, the Requesting Party or Third-Party End User must indicate why notice was not provided.)

In addition, the Requesting Party and all Third-Party End Users shall comply with the applicable provisions of section 501.171, Fla. Stat., regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

VIII. LIQUIDATED DAMAGES

Unless the Requesting Party or Third-Party End User is a State of Florida Law Enforcement Agency, the Providing Agency reserves the right to impose liquidated damages upon the Requesting Party or Third-Party End User. The imposition of liquidated damages by the Providing Agency is separate from and unrelated to any other applicable criminal or civil penalties authorized by law for violations of DPPA and sections 119.0712 or 322.142, Fla. Stat.

Failure by the Requesting Party or Third-Party End User to meet the established requirements of this MOU may result in the Providing Agency finding the Requesting Party or Third-Party End User to be out of compliance, and all remedies provided in this MOU and under law, shall become available to the Providing Agency.

A. General Liquidated Damages

In the case of a breach or misuse of data and information due to non-compliance with DPPA, sections 119.0712(2), 322.142 or 501.171, Fla. Stat., or any other state laws designed to protect a driver's privacy and motor vehicle information, the Providing Agency may impose upon the Requesting Party or Third-Party End User liquidated damages of up to \$1,000.00 for each breach or incident or misuse.

In imposing liquidated damages, the Providing Agency will consider various circumstances including, but not limited to:

1. The Requesting Party's or Third-Party End User's history with complying with DPPA, sections 119.0712(2), 322.142 or 501.171, Fla. Stat., or any other state laws designed to protect a driver's privacy;
2. Whether the Requesting Party or Third-Party End User self-reported violations of this MOU to the Providing Agency prior to discovery by the Providing Agency;
3. Whether the Requesting Party or Third-Party End User violated this MOU over an extended period of time;
4. Whether the Requesting Party's or Third-Party End User's violation of this MOU directly or indirectly resulted in injury, and the nature and extent of the injury;
5. The number of records involved or impacted by the violation of this MOU;
6. Whether, at the time of the violation, the Requesting Party or Third-Party End User had controls and procedures that were implemented and reasonably designed to prevent or detect violations of this MOU; and,
7. Whether the Requesting Party or Third-Party End User voluntarily made restitution or otherwise remedied or mitigated the harm caused by the violation of this MOU.

In lieu of paying liquidated damages upon assessment, the Requesting Party or Third-Party End User may elect to terminate the MOU contingent upon its submission of a written statement agreeing not to obtain data and information from the Providing

Agency through remote electronic means until such time as the liquidated damages are paid in full. Such statement shall be signed by the Requesting Party's or Third-Party End User's authorized representative and shall be submitted to the Providing Agency within five (5) days of receipt of notices that damages are being assessed.

The Requesting Party and Third-Party End User agree that the Providing Agency may refuse to enter a subsequent or replacement MOU with the Requesting Party or Third-Party End User to allow the Requesting Party or the Third-Party End User to access information available pursuant to this MOU through remote electronic means until the Requesting Party or Third-Party End User, as appropriate, has paid all outstanding liquidated damages owed by it to the Providing Agency in full. The Requesting Party and Third-Party End User agree that this subsection A shall survive the termination of this MOU.

B. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party or Third-Party End User is out of compliance with any of the provisions of this MOU and requires the Requesting Party or Third-Party End User to submit a CAP, the Providing Agency may require the Requesting Party or Third-Party End User to submit the CAP within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party or Third-Party End User to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.
2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party or Third-Party End User of the occurrence in writing. The Providing Agency shall provide the Requesting Party or Third-Party End User with a timeframe for corrections to be made.
3. The Requesting Party or Third-Party End User shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.

4. The Requesting Party or Third-Party End User shall implement the CAP only after the Providing Agency's approval.
5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline
6. If the Requesting Party or Third-Party End User does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party or Third-Party End User shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.
7. Except where otherwise specified, liquidated damages of \$25.00 per day may be imposed on the Requesting Party or Third-Party End User for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

IX. AGREEMENT TERM

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless terminated or cancelled in accordance with Section XI, Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

X. AMENDMENTS

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

XI. TERMINATION AND SUSPENSION

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party or Third-Party End User, as applicable, for failure of the Requesting Party or Third-Party End User to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, sections 119.0712(2), 322.142 or 501.171, Fla. Stat., or any laws designed to protect driver privacy.
- C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.
- D. This MOU may be terminated by the Providing Agency if the Requesting Party, the Third-Party End User, or any of its executive leadership, are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of Personal Identifiable Information. The Requesting Party and Third-Party End User must report such finding within five (5) business days and will have ten (10) business days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XII. NOTICES

Any notices required to be provided under this MOU shall be sent to the following individuals via Certified U.S. Mail or email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records

2900 Apalachee Parkway

Tallahassee, Florida 32399

Tel: (850) 617-2702

Fax: (850) 617-5168

E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party Business Point-of-Contact listed on the signature page.

For the Third-Party End User: Third-Party End User Business Point-of-Contact listed on the signature page.

XIII. ADDITIONAL DATABASE ACCESS/ MOUs

- A. The Parties understand and acknowledge that this MOU entitles the Requesting Party or Third-Party End User to specific information included within the scope of this MOU. Should the Requesting Party or Third-Party End User wish to obtain access to other Personal Identifiable Information not provided hereunder, the Requesting Party or Third-Party End User will be required to execute additional MOU(s) with the Providing Agency specific to the additional information requested. All MOUs granting access to Personal Identifiable Information may contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.
- B. The Providing Agency is mindful of the costs that would be incurred if the Requesting Party or Third-Party End User was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party or Third-Party End User execute any additional MOUs with the Providing Agency for access to Personal Identifiable Information while this MOU remains

in effect, the Requesting Party or Third-Party End User may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOUs: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOUs. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's or Third-Party End User's compliance with this MOU and/or any negative audit findings.

XIV. PUBLIC RECORDS REQUIREMENTS

The parties to this MOU recognize and acknowledge that any agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with applicable law (specifically Chapter 119, Fla. Stat.) and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

If the Requesting Party, or Third-Party End User is a "contractor" as defined in section 119.0701(1)(a), Fla. Stat., the Requesting Party agrees to comply with the following requirements of Florida's public records laws:

- A. Keep and maintain public records required by the Providing Agency to perform the service.
- B. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following completion of the MOU if the Requesting Party does not transfer the records to the Providing Agency.
- D. Upon termination or expiration of the MOU, the Requesting Party and/or Third-Party End

User agrees they shall cease disclosure or distribution of all data and information provided by the Providing Agency. In addition, the Requesting Party agrees that all data provided by the Providing Agency remains subject to the provisions contained in DPPA and sections 119.0712, 322.142, and 501.171, Fla. Stat.

IF THE REQUESTING PARTY AND/OR THIRD-PARTY END USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S OR THIRD-PARTY END USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

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IN WITNESS HEREOF, the Parties hereto, have executed this MOU by their duly authorized officials on the date(s) indicated below:

THIRD-PARTY END USER:

Apopka Police Department
Name of Third-Party End User

112 E 6th Street
Street Address

Suite

Apopka FL 32703
City State Zip Code

REQUESTING PARTY UTILIZED:

Pinellas County Sheriff's Office
Typed/ Printed Name

BUSINESS POINT-OF-CONTACT

Lt. Carol McMaster
Printed/Typed Name

cmcmaster@apopka.net
Official Third-Party End User Email Address

407-703-1820 /407-703-1780
Phone Number / Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, FL 32399

BY:

Signature of Authorized Official

Lovetta Quinn-Henry, PhD.
Printed/Typed Name

Chief of Police
Title

Date

lquinnhenry@apopka.net
Email Address

407-703-1789
Phone Number

TECHNICAL POINT-OF-CONTACT:

Holly Reardon
Printed/Typed Name

hreardon@apopka.net
Official Third-Party End User Email Address

407-703-1619 / 407-703-1780
Phone Number / Fax Number

BY:

Signature of Authorized Official

Printed/ Typed Name

Title

Date

Providing Agency Email Address

Phone Number

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request for
Exempt Personal Information in a Motor Vehicle/Driver License Record**

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, driver license photograph, date of birth, height, race, gender, address and, medical or disability information. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am a representative of a Requesting Party or Third-Party End User requesting personal information for one or more records as described below. I declare that my agency is qualified to obtain personal information under exemption number(s) 1, as listed on pages 3 – 4 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Attachment I
BFAS MOU

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.	Legitimate law enforcement purposes.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request for Exempt Personal Information in a Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

_____	Chief of Police
Signature of Authorized Official	Title
Lovetta Quinn-Henry, PhD.	Apopka Police Department
Printed Name	Name of Agency/Entity

Date	

STATE OF FLORIDA COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2026, by _____.

Personally Known X OR Produced Identification

_____ Type of Identification Produced

Amanda Merrill	
NOTARY PUBLIC (print name)	NOTARY PUBLIC (sign name)

My Commission Expires: _____

Pursuant to section 119.0712(2), Fla. Stat., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti-Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record if such use is related to the operation of a motor vehicle or public safe.

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BIOMETRIC FACIAL ANALYSIS SYSTEM QUARTERLY QUALITY CONTROL REVIEW REPORT

Pursuant to your Memorandum of Understanding (MOU), the Business Point of Contact (BPOC) must complete and keep a copy of this form along with the items listed below for six years:

- a. Maintain a list of all users who have access to the Biometric Facial Analysis System.
 - Update any user information, document the reason for the change in access, and the date the change is made.
 - Verification that user access/permissions, including Third-Party End Users is immediately inactivated following separation or negligent, improper, or unauthorized use or dissemination of any information.
- b. Maintain documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination. This includes verification that each inquiry has an associated investigative case number, if required by the MOU.
 - **Please note:** FLHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- c. Each quarter, complete the report below and ensure all actions are documented.

Quarter:	Year:
Total active users in the system:	
Users inactivated during quarter:	
Users audited during quarter:	
Total number of cases of misuse found:	
Total cases of misuse reported pursuant to <i>Section VII. Compliance and Control Measures, Part C.</i> of the MOU:	

BPOC Signature

Date

BPOC Name Printed

The Requesting Party and Third-Party End User shall each submit to the Providing Agency an annual statement indicating that the respective party has evaluated and certifies that it has adequate controls in place to protect the Personal Identifiable Information from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional.

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City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: June 3, 2026

Department: Finance Department

SUBJECT:

Authorize the execution of a piggyback contract for the assigned terms: Pro Energy, LLC.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the execution of a piggyback contract for the assigned terms.

SUMMARY:

The department purchases various commodities in its daily operations, including equipment, tooling, and services throughout the year. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding process and all terms and conditions are the same. This method provides the most efficient method of purchase or the best cost savings for the quantities that are being utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.17 — Piggyback Contracts: Piggyback contracts will only be authorized during the period of time that the original contract is active and has not expired (if the original contract expires or terminates, so shall the piggyback contract). The Department Director or designee must review and confirm potential piggyback contracts for applicability and scope. The request for utilizing a piggyback contract must be submitted to the Finance Department for purchasing review. Upon approval, the Purchasing Administrator or designee shall submit their review to the City Attorney for final approval. Contracts that are over \$50,000 will also require City Commission approval. Multi-Year Piggybacks: if determined to be over \$50,000 and once authorized by the City Commission, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Commission approval.

Below is a piggyback contract that is being requested by the department for submittal, vendor, description, source, and expiration date. Please note, the contract may have a varying effective start date.

Department:	Fleet Division
Vendor:	Pro Energy, LLC.

Description:	Bulk Fuel, Gasoline, Diesel, Marine, and Biodisel
Bid/Contract #:	15100000-25-STC
Original Bid Award Date:	December 31, 2025
Expiration Date:	December 30, 2028
Renewals:	Four (4) additional one (1) year renewal option
Maximum Expiration Date:	December 30, 2032

FUNDING SOURCE:

As authorized, adopted, and per the appropriated fiscal year budgetary funding within each departmental budget.

RECOMMENDED MOTION:

Authorize the execution of a piggyback contract per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: June 3, 2026

Department: Finance Department

SUBJECT:

Authorization to Dispose Surplus Property

ACTION ITEM INFORMATION:

REQUEST:

Authorization to dispose of surplus non-capital equipment/property.

SUMMARY:

Disposal of surplus non-capital equipment property

Staff requests City Council approval to dispose of surplus **non-capital equipment/property** which has no useful benefit to the daily operation of the city. This request is per Administrative Policy 109.2.II B: "Disposal of non-fixed asset property shall be through a competitive bid; donation to other governmental or non-profit agencies; or destruction, as determined by the Mayor and/or designee(s). Any item disposed of through a competitive bid shall be awarded to the bid that provides the greatest income to the city". The non-fixed asset property includes the disposal of items by auction, donation, or elimination. The attached forms identify items which no longer function or have usefulness to the city.

City of Apopka
Surplus Disposal
Non-Fixed Assets of less than \$1,000

Item	Asset Tag/Serial #	Department	Purchased	Acquisition Value	Book Value	Asseet ID	Disposal
Home made trailer	93975 34-0960	Fleet	Not found on asset database		N/A	*	Scrapped
		Total		\$ -	-		

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorization to dispose of surplus non-capital equipment/property.

ATTACHMENTS:

None



City of Apopka CITY COMMISSION STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: June 3, 2026

Department: Administration

SUBJECT:

Station Street Development Agreement - Notice of Default

ACTION ITEM INFORMATION:

REQUEST:

Consideration and direction on Notice of Default

SUMMARY:

On March 30, 2024 the City Commission and the Community Redevelopment Agency (CRA) entered into the Station Street Development Agreement (DA) with Standard Investments and Holdings, LLC. This agreement permits development of up to 60 multi-family affordable housing units on property in exchange for the development of a portion of the property being developed as a City owned public plaza. On August 28, 2022, the City initially publicly advertised and solicited development concepts for the property. On October 19, 2022 the City Commission selected Standard Investments and Holdings, LLC's response to a Request for Proposal (RFP) which outlined a proposed development concept for the property, and subsequently entered into the DA on March 30, 2024.

Section 4 of the DA requires that the Developer deliver to the City completed design specifications for the public plaza and Downtown Apopka Trail extensions to the City's satisfaction no later than July 15, 2024. To date, nearly two years later, the City has received no submittals from the Developer. Given that submission of the design specifications now would be untimely, it is requested to notify the Developer via a Notice of Default that the City does not waive any "time defaults" under the DA. As required by the DA, once a Notice of Default is issued, the Developer has thirty (30) days to cure said default or face termination of the DA by the City.

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Motion to authorize the interim City Administrator to execute and send the Notice of Default to Standard Investments and Holdings, LLC.

ATTACHMENTS:

1. Notice of Default - Station Street
2. Development Agreement - Station Street Project

[CITY LETTERHEAD]

June , 2026

VIA CERTIFIED MAIL (Return Receipt Requested)
RECEIPT NO.:

Standard Investments and Holdings, LLC
Attention: Tony Benge, Jr.
609 East Pine Street
Orlando, Florida 32801

Re: Default of Development Agreement (Station Street Project)

Dear Mr. Benge:

Pursuant to Section 20(m) of the Development Agreement (Station Street Project) dated March 30, 2024, between the City of Apopka, City of Apopka - Community Redevelopment Agency, and Standard Investments and Holdings, LLC, (the “DA”) you are hereby notified that Standard Investments and Holdings, LLC (“Developer”) is in default of the DA as set forth below.

Section 4 of the DA requires that Developer deliver to the City completed design specifications for the Public Plaza and Downtown Apopka Trail extensions to the City’s satisfaction no later than July 15, 2024. To date, nearly two years later, the City has received no submittals from Developer. Given that submission of the design specifications now would be untimely, Developer is hereby notified that the City does not waive any “time defaults” under the DA. Nevertheless, as required by the DA, Developer now has thirty (30) days to cure said default or face termination of the DA by the City.

Sincerely,

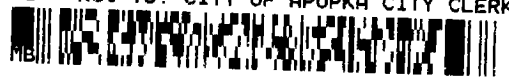
/s/
Radley Williams, Interim CAO

Copy to:

D. Scott Baker, Esq.
Zimmerman Kiser Sutcliff, P.A.
315 E. Robinson Street, Suite 600
Orlando, FL 32801

Prepared by and return to:

Andrew J. Hand
Shepard, Smith,
Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

DOC# 20240472431
08/14/2024 09:34:51 AM Page 1 of 38
Rec Fee: \$324.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK


DEVELOPMENT AGREEMENT (STATION STREET PROJECT)

This **DEVELOPMENT AGREEMENT** (“**Agreement**”) is made and entered into this 20th day of MARCH, 2024, by and between **CITY OF APOPKA**, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 (“**City**”), the **CITY OF APOPKA, COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Part II of Chapter 163, Florida Statutes (“**CRA**”), and **STANDARD INVESTMENTS AND HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 609 E. Pine Street, Orlando, FL 32801 (“**Developer**”). The City, CRA, and the Developer are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. City is currently the owner of that certain property located in the City of Apopka, Orange County, Florida legally described in Exhibit “A” attached hereto and incorporated herein (the “**Property**”) which consists of approximately 3.43 acres; and

B. The Property is located within City limits and within the City’s CRA; and

C. The City and CRA desire the Property be redeveloped as a key area of the City’s downtown to provide affordable housing and public event space consistent with the City’s Comprehensive Development Plan (“**CDP**”), Land Development Code (“**LDC**”), and CRA Plan; and

D. The City is committed to the provision of affordable housing via its planning process and State legislative mandates; and

E. Developer desires to acquire a portion of the Property, consisting of approximately 2.43 acres, primarily for the purpose of constructing affordable housing, in exchange for developing the portion of the Property to be retained in ownership by the City as public event space; and

F. Developer desires to redevelop the portion of the Property which it intends to acquire from the City and to receive assurances from City and CRA related to Developer’s proposed development; and

G. City, CRA, and Developer have recognized the benefits of cooperation to redevelop this key area of City; and

H. The Property is commonly known as the Station Street Project, with a Future Land Use Map designation of “Commercial” and a zoning classification of “MU-D, Mixed-Use Downtown.” The zoning classification allows for a mixed-use project that may consist of commercial, multi-family residential, recreational uses, and public space; and

I. On August 28, 2022, the City initially publicly advertised and solicited development concepts for the Property; and

J. On October 19, 2022, the City Council selected Developer’s response to RFP 2022-95 (the “RFP”), which response outlined a proposed development concept for the Property, and authorized City staff to draft a development agreement with Developer for consideration by City Council in accordance with the guidelines and requirements outlined in the RFP; and

K. The development concept presented by Developer consists of two multifamily residential apartment buildings containing a maximum total of 60 affordable-housing units (the “**Apartments**”) to be developed on a portion of the Property intended to be conveyed from City to Developer; a public event and meeting space consisting of a pavilion, plaza, lawn or artificial grass (per City directions), trees, tower/focal element, public rest rooms, open space area, food truck staging area, and all amenities identified in Exhibit “E” attached hereto (collectively, the “**Public Plaza**”); parking for both residents of the Apartments and visitors to the Public Plaza; pedestrian connections to surrounding sidewalks and trails; and vehicle connections to the local street network. (The Apartments, Public Plaza and all other improvements identified herein and on the Conceptual Site Plan depicted on Exhibit “E” shall be collectively known as the “**Project**”); and

L. The City intends to support the Project through conveyance of a portion of the Property to Developer and payment to Developer of a portion of Developer’s development costs attributable to the Public Plaza in the form of impact fee credits not-to-exceed fifty-thousand dollars (\$50,000.00); and

M. It is the intention of the Parties that the Project be subdivided into two separate lots via the City’s platting process, the first of said lots, to consist of approximately 2.43 acres, will be conveyed by City to Developer for Developer to construct the Apartments, associated resident parking, a public portion of the parking area consisting of no fewer than thirty (30) public parking spaces, a portion of the extension of the Downtown Apopka Trail, and an access drive into the site; and the second of said lots, to consist of approximately 1 acre, will be retained by City and on which Developer will construct the Public Plaza and a portion of the extension of the Downtown Apopka Trail; and

N. On January 12, 2024, per §163.380, *Florida Statutes*, the City and CRA gave public notice of the City and CRA’s intent to dispose of a portion of the Property pursuant to the requirements of the Community Redevelopment Act of 1969 and invited proposals from private developers or any persons interested in undertaking to redevelop or rehabilitate the Property; and

O. At duly noticed public hearings held on February 21, 2024 (the “**Hearings**”), the CRA Board and City Council considered all responsive proposals to the City’s notice of intent to

dispose of a portion of the Property and heard all persons desiring to speak for or against same; and

P. At the Hearings, while considering all responsive proposals, the CRA and City Council evaluated the City's 2019 appraisal of the value of the entire Property (~\$900,000) as well as the value of the fraction of the portion of the Property proposed to be conveyed to Developer, and weighed same against Developer's total projected cost for the Project (~\$8,800,000), which would serve the public purpose of providing affordable housing and over (~\$900,000) of public improvements including the Public Plaza, extension of the Downtown Apopka Trail, infrastructure, and additional downtown parking; and in determining the value of the Property as being in the public interest for uses in accordance with the CRA Plan, the CRA and the City Council took into account and gave consideration to the long-term benefits to be achieved by the City and CRA resulting from incurring any and all short-term losses or costs in the disposal of the Property; the uses provided for in the CRA Plan; the restrictions upon, and the covenants, conditions, and obligations to be assumed by the Developer; and the objectives of the CRA Plan for the prevention of the recurrence of slum or blighted areas on the Property; and

Q. At the Hearings, the CRA and City Council determined it to be in the best interest of the City to continue moving forward with Developer's proposal and to produce a finalized, executable version of this development agreement; and

R. City, CRA, and Developer have recognized the mutual benefits of cooperation to redevelop this Property in the downtown area, including the economic revitalization of an otherwise stagnant area and the fulfillment of the City's desire to make the City an attractive place to conduct business, live, shop, and play; and

S. City and CRA desire to encourage private sector redevelopment of the Property and are willing to enter into this Agreement to provide for, implement and encourage a quality mixed-use development; and

T. §163.3167, *Florida Statutes*, provides that each local government is encouraged to articulate its vision for the future physical appearance and qualities of its community in its Comprehensive Plan; and

U. City and CRA are authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property; and

V. The Florida Legislature has recognized that high-density development is integral to the success of many urban infill and redevelopment projects and that high-density urban infill and redevelopment is to be encouraged; and

W. Providing the Developer with utility impact fee credits for the materials cost portion associated with Developer's oversizing of any utility improvements outside the boundaries of Lot 1 at the City's request and partial impact fee credits for a lift station within the Project serves a valid public purpose; and

X. The City Council and CRA Board duly scheduled, advertised and held consecutive public hearings on March 20, 2024, to consider this Agreement, and heard all persons desiring to speak for or against this Agreement; and

Y. The City Council and CRA duly considered the remarks and comments offered regarding the Agreement made at said public hearings; and

Z. The City Council and CRA find Developer has made the requisite showing under the City's Comprehensive Plan, CRA Plan, and LDC for the approval of the Project; and

AA. The City Council and CRA, finding it to be in the best interest of the City and the health, safety and welfare of the citizens Apopka, have offered to facilitate a portion of this redevelopment and revitalization project on the terms and conditions set forth herein, with the expectation that their involvement will encourage and accelerate the timing of the redevelopment, thus generating additional TIF revenues in the redevelopment area, and will result in enhanced economic benefit to downtown with respect to the stability and potential for future development of properties in the downtown core; and

BB. All Parties desire to enter into this Agreement to provide the citizens of City a quality development in the form of the Project; and

CC. Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily; and

DD. Developer has agreed to safeguard against certain adverse public impacts on the Property by securing performance bonds, maintenance bonds, and appropriate financial assurances for the construction and maintenance of the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements within the Project (including the pedestrian network and connections to the existing local streets); and

EE. The City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b), Florida Constitution; Chapter 166, Florida Statutes; the City of Apopka's Code of Ordinances; other controlling law; and the City's police powers; and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, Florida Statutes; and

FF. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the Property and other matters as provided for herein.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and other good and valuable consideration, the sufficiency of which is hereby conclusively acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as if set forth herein.

2. **Project.** In accordance with the terms and conditions of this Agreement, the Developer represents and warrants to the City and CRA that it will expeditiously develop the Project on the Property, at Developer's expense (except as set forth hereinbelow), as a mixed-use development consisting primarily of affordable housing and public event space. The Developer represents and warrants that the Project will be developed in a manner reasonably consistent with the Conceptual Site Plan attached hereto and incorporated as **Exhibit "E."** Currently, the Property consists of nine (9) or more parcels, and two streets to be vacated, totaling +/-3.43 acres, as identified and depicted on the survey attached hereto and incorporated herein as **Exhibit "B"** ("**Survey**"). It is also the intention of the parties that a southern portion of West 4th Street will also be vacated as depicted on the Conceptual Site Plan. The vacation of these streets will occur through the City's replat process in accordance with Section 2.5 of the LDC and Section 5 of this Agreement. The streets to be vacated are depicted in **Exhibit "F"** attached hereto. Other uses permitted on the Property are listed on the Permitted Use list attached hereto and incorporated herein as **Exhibit "C."**

3. **Objectives of Agreement.** The Parties' objectives, each of which is deemed material to the Parties' decision to enter into this Agreement, include but are not limited to the following:

(a) City/CRA Objectives:

1. To obtain from Developer all information that is necessary to proceed with the development and review process for the Project; and
2. To confirm projected time frames for the Project's development application review and attached hereto and incorporated as **Exhibit "H"** (Note: while the parties intend to apply best efforts to meet project time frames, said time frames are nonbinding and may be reasonably adjusted as needed administratively to account for delays beyond control of the parties);and
3. To ensure the design and construction of the Project is consistent with the design standards adopted in the LDC, the design specifications for the Public Plaza, the Project's Master Development Plan, Construction Site Plan Requirements, all other applicable regulations and specifications, and the exterior and interior finishes and details outlined in **Exhibit "E"**; and
4. To ensure that Developer constructs affordable housing within the City's downtown area to serve current and future citizens of Apopka who will support downtown businesses; and
5. To construct and transform a portion of the Property into a downtown Public Plaza which will serve as an open space park, public performance venue, special event space, and area for the public to meet and recreate; and
6. To ensure timely completion of the Public Plaza such that all performance and payment schedules are met in substantial accordance with the schedule and terms set forth herein

in **Exhibit “H”** and such improvements are completed prior to issuance of the first Certificate of Occupancy (“C/O”) for any unit within the Apartments; and

7. To provide additional downtown parking to the public and parking space to serve the Public Plaza (minimum of thirty (30) public parking spaces); and
8. To improve pedestrian connections to surrounding sidewalks and trails; and
9. To improve vehicle connections to the City’s existing street network; and
10. To provide Developer with utility impact fee credits for the materials cost portion associated with Developer’s oversizing of any utility improvements outside the boundaries of Lot 1 at the City’s request and partial impact fee credits for a lift station within the Project.
11. To extend the Downtown Apopka Trail through Lots 1 and 2.

(b) Developer’s Objectives:

1. To obtain from City timely review and approvals for the Project; and
2. To develop the Project in accordance with the terms and conditions of this Agreement.

4. **Design Specifications for Public Plaza.** No later than **July 15, 2024**, Developer shall deliver to City completed design specifications for the Public Plaza and Downtown Apopka Trail extensions to the City’s satisfaction. Developer shall consult with City concerning said design specifications. City shall maintain final decision-making authority on all design and construction issues regarding the Public Plaza, Downtown Apopka Trail extension, and related improvements. At a minimum, the design specifications for the Public Plaza shall include a public event and meeting space consisting of a pavilion, plaza, lawn or artificial grass (per City directions), trees, tower/focal element, public rest rooms, open space area, food truck staging area, and all amenities identified in **Exhibit “E”** attached hereto.

5. **Platting.** Developer shall prepare legal descriptions and a proposed replat of the Property to consolidate the nine (9) development parcels into two (2) lots and to vacate those portions of W. Station Street, W. 5th Street and W. 4th Street, as indicated in Section 2 above, and submit same to the City’s Community Development Department for review and consideration by the City Staff. One lot (“Lot 1”) will be the site intended for Developer’s construction of the Apartments together with parking, the public parking portion of the parking lot with no fewer than thirty (30) public parking spaces, a portion of the extension of the Downtown Apopka Trail, and an access drive into the site; the other lot (“Lot 2”) will be intended for public uses which shall include the Public Plaza, and a portion of the extension of the Downtown Apopka Trail. The approximate configurations of Lot 1 and Lot 2 are depicted on **Exhibit “E.”** Once the proposed replat is prepared by Developer and acceptable to City Staff, City Staff will prepare and submit a plat application for the proposed replat to the City’s Community Development Department on behalf

of the City as applicant. The City shall timely process the plat application via the City's standard development review process. If the proposed replat or a revised version of the proposed replat acceptable to the Parties does not receive final approval by the City Commission, including the expiration of any applicable appeal period with no appeal filed, within 180 days of Developer's completed submission of the proposed plat to the City's Community Development Department, then this Agreement shall be voidable at the election of either the Developer or the City by written notice to the other.

6. **Major Development Plan & Construction Site Plans.** Concurrent with the platting process and consistent with City-approved design specifications for the Public Plaza, Developer shall prepare and submit to City applications for the Project's Major Development Plan ("MDP") and Construction Site Plans ("CSPs") for Lot 1 and Lot 2. The City shall timely process the applications via the City's standard development review process so long as the Developer has sufficiently complied with the application process for each process as set forth in the LDC and adopted procedures. The MDP and CSPs will conform to the City-approved design specifications for the Public Plaza and otherwise generally conform to the conceptual Site Plan attached hereto as **Exhibit "E."**

7. **Conveyance of Lot 1.** City shall convey fee simple title to Lot 1, excepting that portion of Lot 1 on which Developer will construct the extension of the Downtown Apopka Trail, to Developer within five (5) business days following the City's approval of the Construction Site Plans for Lots 1 and 2. Consideration for Lot 1 shall be \$10.00, along with the Developer obligations outlined in this Agreement. The City's conveyance shall occur via a Quitclaim Deed to Developer or a special purpose entity affiliated with Developer, to which Developer may assign all or a portion of its rights and obligations under this Agreement. Said assignment shall be permitted to Developer as a matter of right. Notwithstanding this provision, any assignment by the Developer to any entity not exclusively controlled by the Developer must first be approved by the City in writing.

8. **Development of Project.**

(a) **Developer Obligations as to the Project.**

1. Developer shall construct the Project in accordance with the MDP and CSPs once approved by the City through its standard review process, and shall be consistent with the design standards adopted in the City's LDC and as set forth in this Agreement. Additionally, Developer shall reasonably adhere to the to the exterior and interior finishes and details that are outlined in **Exhibit "E"** unless a higher-grade finish or detail is approved by the City.
2. Developer's entitlements applicable to Lot 1 shall be applicable to Lot 1 as a whole and may not be subdivided, split, severed, or allocated to any portion of Lot 1 at any time. This restriction shall survive the expiration of this Agreement.
3. Developer shall construct or cause to be constructed the Public Plaza on Lot 2 contemporaneously with the construction of the Apartments and other improvements on Lot 1. Developer shall fully complete construction of the Public Plaza and all other

improvements on Lot 2 to the satisfaction of the City on or before January 15, 2026, and prior to issuance of the first C/O for any unit within the Apartments.

4. Developer shall complete construction of the Apartments within three (3) years of the effective date of this Agreement, provided that Developer shall be entitled to a 180-day extension subject to a written request for the extension delivered no later than expiration of the initial three (3) year period. Developer shall also be entitled to any extensions granted under Section 252.363, Florida Statutes.
5. Developer shall grant the City a permanent, non-exclusive easement for parking on and access to the Public Parking area depicted on **Exhibit "E."** It is the intent of the Parties that in addition to the parking spaces required to serve the Apartment multifamily uses per LDC requirements, the Developer shall construct a minimum of thirty (30) additional public parking spaces within the Public Parking area. The parking spaces constructed to serve the Apartment multifamily uses shall be exclusively used by Developer and shall not be encumbered by the easement contemplated herein.
6. Developer shall construct all public infrastructure utility improvements, including those for which it receives impact fee credits, in accordance with the City's codes, standards, and specifications.

(b) City Obligations as to the Project.

1. The City's vacation of those portions of Station Street, W. 5th Street, and a portion of W. 4th Street depicted on **Exhibit "F,"** attached hereto and incorporated herein, are intended to be completed through the plat process as contemplated herein.
2. City agrees to accept and commence review of Developer's Master Development Plan and Construction Site Plan applications concurrently with the processing of the plat creating Lot 1 and Lot 2, provided that no construction shall commence until the plat is approved and recorded and Lot 1 is conveyed to Developer.
3. City shall grant Developer a temporary construction easement over Lot 2 and that portion of Lot 1 planned for the extension of the Downtown Apopka Trail to allow Developer's construction of the Project.
4. The City shall grant Developer recreation impact fee credits in the amount of \$50,000 as additional consideration towards construction by Developer of the pavilion within the Plaza Event Space on Lot 2. The City's contribution shall occur within three (3) business days of Developer obtaining a building permit for the improvements on Lot 2.
5. City shall work with Developer regarding any brownfield-related applications.
6. The City shall grant to Developer a drainage easement allowing the conveyance and storage of stormwater from the Property to the City's master stormwater system known as Martin's Pond as depicted on **Exhibit "G."** In addition, the City shall reserve and

allocate to the Property sufficient stormwater pond capacity necessary to accommodate expected post-development stormwater management needs for the Property. The City shall record the drainage easement simultaneously with the conveyance of Lot 1, following recordation of the deed for same.

9. Public Plaza, Public Infrastructure - Performance Bonds, Letters of Credit, Maintenance Bonds. Developer shall provide or ensure that Developer's contractor provides City with performance and payment bonds, letters of credit, or other security interests required by City in City's discretion in a form and amount and with a surety approved by City, for the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements prior to commencement of construction of same. Developer shall provide or ensure that Developer's contractor provides City with maintenance bonds, Letters of Credit, or other security interest in a form and with a surety approved by City, equal to 110% of the construction costs of the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements as a maintenance guarantee valid for one (1) year from the date of City approval and acceptance of the construction for improvements.

10. Parking and On-Site Infrastructure. The Project shall be required to provide sufficient on-site infrastructure to satisfy the applicable LDC parking requirements. Further, the Project shall be required to provide the number of reserved parking spaces set forth within the MDP to accommodate the Apartments and open public parking. Any on-street parking spaces permitted for multi-family use shall be considered common areas and accessible to residents and guests of the entire Project.

11. Apartments.

(a) Density.

As noted in the Recitals of this Agreement, the development concept presented by Developer consists of two multifamily residential apartment buildings containing a total of 48 affordable-housing units. Notwithstanding same, the Parties acknowledge that per the acreage of the Property to be conveyed by City to Developer, Developer would be entitled to construct approximately 36 affordable-housing units per the City's LDC by right; however, the Live Local Act adopted in 2023 by the Florida Legislature (SB102) augments the density allowed to approximately 60 affordable-housing units. Accordingly, Developer is authorized to construct up to the maximum number of affordable-housing units permitted by Florida's Live Local Act. To construct more than 36 affordable-housing units, Developer must comply with all requirements contained within the Live Local Act.

(b) Apartment Features.

1. Building exterior appearance shall include vertical and horizontal articulation, be consistent with LDC requirements and **Exhibit "E,"** and will be reviewed subject to these requirements by the City through the Master Development Plan process.

2. All Apartments shall have a washer and dryer within each Apartment.
3. All apartments above the first floor shall have balconies. Apartment balconies shall meet all LDC requirements, shall consist of an outside space (not under heat or air conditioned), and shall be a minimum of 5-feet deep and minimum 6-feet wide (30 square feet). Porches are optional for first floor apartments.

12. Signage.

- (a) **On-Site Signage.** On-site signage shall be permitted on the Property as set forth in the LDC. Signs and other forms of advertising within Property area shall be allowed during the Project development. “For Sale” and leasing signs during any sale or leasing period for the Project and at other times shall be permitted in accordance with the LDC.
- (b) **Special Events.** Developer and other users of the public portion of the Property shall be permitted to place directional and event signs within the Project for Special Events, in accordance with the LDC.
- (c) **Directional Signage.** Developer shall have the right to place directional signage, or similar signage, within the Project area, which shall be in accordance with the LDC.

13. Water and Sewer; Utilities. Developer shall provide all requisite utilities to the Project in accordance with the City’s Utility requirements. Existing utilities are shown in **Exhibit “D”** attached hereto and incorporated herein. Utilities required shall include, but are not limited to, water, sewer, storm sewer, electric, and natural gas (if available at Developer’s option). Developer shall be entitled to impact fee credits for the materials cost portion only for oversizing of any utility improvements constructed outside the boundaries of Lot 1, and shall be entitled to partial impact fee credits for a lift station within the Project, as provided for and set forth in a separate Utility Impact Fee Agreement.

14. Utility Easement Agreement. Developer shall convey to City utility easement(s) for all public infrastructure constructed within Lot 1. Developer may locate signage within the easement with the understanding that if City requires access to the underlying utilities, Developer or successor shall be responsible to replace any sign or landscaping at their expense.

15. Covenants Running with the Land/Assignment. The terms, provisions, covenants, conditions, and restrictions set forth in this Agreement and the rights, privileges and benefits, and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Property. This Agreement shall legally benefit and bind Developer and its respective successors and assigns.

16. Consistency with City’s Comprehensive Plan. City has found that this Agreement is consistent with the Comprehensive Plan and other City governing documents, and finds that approval of this Agreement is a legislative act of the City Council. The Conceptual Site Plan is consistent with the Comprehensive Plan, applicable development regulations, and services levels adopted by the City.

17. **Force Majeure.** Except as otherwise expressly set forth in this Agreement, if either Party's performance of any act (other than the payment of money) required hereunder is impractical, impossible, delayed, hindered, or prevented by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemic or epidemic health occurrences as declared by applicable governmental or world health organizations, health events resulting in government mandated quarantine, shelter-in-place, travel restrictions, government office shut-down or moratoria, or other government-directed cessation of business related to pandemic or epidemic health occurrences, riots, terrorist acts, insurrection, adverse weather conditions, war or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement (all of such reasons or causes referred to in this Agreement as "**Force Majeure**"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay plus thirty (30) days. In any case where work is to be paid for out of insurance proceeds or condemnation awards or other similar such proceeds, due allowance, not to exceed ninety (90) days in the aggregate, shall be made, both to the Party required to perform such work and to the Party required to make such payment, for delays in the collection of such proceeds and award.

18. **Legal Proceedings; Attorneys' Fees.** In the event that either Party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant, or condition set forth in this Agreement, the prevailing Party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing Party in such litigation or other legal proceedings reasonable attorneys,' paralegals,' and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding or appeal of a lower court decision.

19. **Notices.**

- (a) All notices provided for in this Agreement shall be in writing and delivered to the addresses below:

City: City of Apopka
 120 East Main Street
 Apopka, Florida 32703
 Attn: _____
 Email: _____
 Telephone: (407) 703-1712
 Facsimile: (____) _____

With a copy to: Clifford B. Shepard, City Attorney
 Shepard, Smith, Kohlmyer & Hand, PA
 2300 Maitland Center Parkway, Suite 100
 Maitland, Florida 32751
 Email: cshepard@shepardfirm.com
 Telephone: (407) 622-1772

Developer: Standard Investments and Holdings, LLC
 Attention: Tony Benge, Jr.
 609 East Pine Street
 Orlando, Florida 32801
 Email: Tony@bengedevelopment.com
 Telephone (407) 948-3681

With a copy to: D. Scott Baker
 Zimmerman Kiser Sutcliffe, P.A.
 315 E. Robinson Street, Suite 600
 Orlando, FL 32801
 Email: sbaker@zkslaw.com
 Telephone (407) 425-7010
 Facsimile: (407) 425-2747

- (b) Any notice, request, demand, instruction or other communication to be given to either Party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by registered or certified United States Mail, return receipt requested, postage prepaid, by electronic mail (e-mail), or transmitted by facsimile or telecopier to the Parties and their listed co-recipients, at their respective addresses or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The Party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by electronic mail, facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the addressee or of the addressee's company. Any time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any Party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Section. Telephone numbers are provided for convenience only. Notice from a Party's attorney shall constitute legal notice hereunder.
- (c) City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

20. **Miscellaneous Provisions.**

- (a) **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with

respect to the topics addressed in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations or warranties, whether written or oral, of any Party hereto concerning or with respect thereto.

- (b) **Cooperation.** Subject to the provisions within Section 20.c. "Relationship of the Parties," Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly regarding specific dates set forth herein. In connection with Developer's applications for City development licenses, permits and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review all applications associated with Developer's licenses, permits (including building permits) and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer's permit applications in substantially the same manner as in the case of applications for all other property owners, and City's decision-making while exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City's Community Development Director or his/her designee to facilitate approvals, expedite permits and to act as liaison between City and Developer.
- (c) **Relationship of the Parties.** This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- (d) **Authority.** Each Party hereby represents and warrants to the other that each has full power and authority to enter into this Agreement. Developer further represents that it has the authority to perform contracts reasonably necessary to acquire the Property. City further represents that all requirements and procedures, including, without limitation, public hearings, have been properly conducted so that the execution hereof by City shall constitute the final action of City. City, CRA and Developer each represent to the other that this Agreement is binding and enforceable against them in accordance with its terms. Nothing in this Agreement shall be interpreted to contractually bind the City to exercise its police power in any manner except in accordance with the requirements of Florida law.
- (e) **Obligation to Adhere to Requirements of Law.** Developer and City agree that each and their respective successors and assigns will be bound by the provisions of this Agreement, as well as all Federal, State and local laws, as the same may be

amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

- (f) **No Third-Party Beneficiaries.** The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
- (g) **Negotiation.** Each Party hereto hereby acknowledges that it was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or the other as a result of such Party's participation in the drafting of this Agreement.
- (h) **Agency.** Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another, with the exception of the MDP approval process for Lot 2 for which the City will appoint Developer as its authorized agent.
- (i) **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to Section 768.28, Florida Statutes.
- (j) **Captions, Section and Paragraph Headings.** Captions, section and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular term, provision, section or paragraph hereof.
- (k) **Modification, Amendment or Termination.** This Agreement may not be changed, modified, amended or terminated except as expressly set forth in a separate writing signed by both of the Parties to this Agreement or their respective successors in interest or title.
- (l) **Indemnification.** Developer shall defend, indemnify and hold harmless City, CRA, and their elected or appointed officials, employees and agents ("indemnified individuals") harmless from and against any and all suits, claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees), which City, CRA, or indemnified individuals may incur (or which may be claimed against City, CRA, or indemnified individuals by any party whomsoever) by reasons of or in connection with the design, construction or maintenance of the Project and public infrastructure. Nothing herein shall require Developer to indemnify City, CRA, or their agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

- (m) **Default.** Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Additionally, the quitclaim deed to Lot 1 shall contain a reverter clause providing that the property's ownership shall revert to the City in the event of any uncured default by Developer (or assignee) so long as 1) there is no outstanding mortgage on the property; or 2) the City is willing to accept the reversion of the property subject to any outstanding mortgage. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- (n) **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement.
- (o) **No Liability or Monetary Remedy.** Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such indirect, special, punitive or consequential damages.
- (p) **Governing Law; Binding Effect.** This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors in interest or title.
- (q) **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- (r) **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.
- (s) **Construction of Agreement.** The fact that any one of the Parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this

Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such Party.

- (t) **Severability**. If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- (u) **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.
- (v) **Time of the Essence**. Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a “business day” shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).
- (w) **No General Obligation**. In no event shall any obligation of City or the CRA under this Agreement be or constitute a general obligation or indebtedness of City or CRA, a pledge of the ad valorem taxing power of City or the CRA, or a general obligation or indebtedness of City or the CRA within the meaning of the Constitution of the State of Florida or any other applicable laws but shall be payable solely from legally available revenues and funds. Neither the Developer nor any other Party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City’s obligations or undertakings hereunder.
- (x) **City’s Police Power and Regulatory Powers**. City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City’s bargaining away, surrendering, or in any way diminishing its police or regulatory powers.
- (y) **Compliance with Public Records Law**. Pursuant to Section 119.0701, *Florida Statutes*, when the Developer provides services to the City by constructing public infrastructure or improving City property under the terms of the Agreement, the Developer shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Developer shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service provided to the City;
- (ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
- (iv) Meet all requirements for retaining public records and transfer, at no costs to the City, all public records in possession of the Developer upon completion, inspection, and issuance of a certificate of occupancy for the completed services on City property and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (v) Upon request of the City, the Developer shall promptly provide the City with copies of public records which pertain to this Agreement.
- (vi) In the event that Developer receives a request from any person or entity other than the City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer may notify the City immediately and submit the request to the City for direction on how to comply with Florida's Public Records Law. Developer shall allow the City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.
- (vii) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SUSAN M. BONE, CITY CLERK
SBONE@APOPKA.NET
(407) 703-1794
120 E. MAIN STREET
APOPKA, FL 32704

The City Clerk shall assist the Consultant to comply.

- (z) **E-verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Developer and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.
- (aa) **Public Entity Crimes Statement.** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Developer hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to Developer or to an affiliate of Developer.
- (bb) **“Catchall” Deadline for Developer Obligations.** For any Developer obligation contained herein for which no performance deadline is specified, the deadline shall be on or before, and a condition precedent to, City’s issuance of the final certificate of occupancy for the project. .
- (cc) **Condemnation.** If, prior to obtaining all necessary permits and approvals to construct the Project, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain in any way which would modify or alter the Conceptual Plan, provided that this paragraph shall not abrogate City’s police powers.
- (dd) **Recording in Public Records.** This Agreement or a memorandum of this Agreement shall be recorded in the Public Records of Orange County, Florida. The

City Clerk shall ensure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by all Parties.

(ee) **Effective Date.** The “Effective Date” of this Agreement is the date when this Agreement or a memorandum of this Agreement is duly recorded in the Public Records of Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

Witnesses:

STANDARD INVESTMENTS AND HOLDINGS, LLC, a Florida limited liability company

Mark Wilkie
 Printed Name: Mark Wilkie
Robyn Bengel
 Printed Name: Robyn Bengel

By: *Tony M. Bengel Jr.*
 Name: Tony M. Bengel Jr.
 Title: Manager

STATE OF FLORIDA
 COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th day of July, 2024, by Tony Bengel, as Manager of Standard Investments, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (check one) ☐ physical appearance or ☐ online notarization, and (check one) ☒ is personally known to me or ☐ has produced _____ as identification.



Valerie J. Beck
 Print Name: Valerie J. Beck
 Notary Public
 My Commission Expires: 3/17/2026
 Commission Number: 242174

CITY OF APOPKA

By:

Bryan Nelson

Bryan Nelson, Mayor

ATTEST:

Susan M. Bone

Susan M. Bone, City Clerk

Witnesses:

Jodi Wingley

Printed Name: Jodi Wingley

Tracy Van Buren

Printed Name: Tracy Van Buren

Approved as to Form:

Cliff Shepard for

Cliff Shepard, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of July, 2024, by Bryan Nelson as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☐ is personally known to me or ☒ has produced _____ as identification.



LIDIA A. ALGARIN
Notary Public
State of Florida
Comm# HH572906
Expires 7/17/2028

Lidia A. Algarin

Print Name: Lidia A. Algarin
Notary Public

My Commission Expires: 7/17/2028
Commission Number: HH572906

**CITY OF APOPKA COMMUNITY
REDEVELOPMENT AGENCY**

By:

Bryan Nelson

Bryan Nelson, Chairman

ATTEST:

Susan M Bone

Susan M. Bone, City Clerk

Witnesses:

Jodi Wrigley
Printed Name: Jodi Wrigley

Stacy Van Camp
Printed Name: Stacy Van Camp

Approved as to Form:

Cliff Shepard for
Cliff Shepard, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of July, 2024, by Bryan Nelson, as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☐ is personally known to me or ☒ has produced _____ as identification.



LIDIA A. ALGARIN
Notary Public
State of Florida
Comm# HH572906
Expires 7/17/2028

Lidia A. Algarin
Print Name: Lidia A. Algarin
Notary Public
My Commission Expires: 7/17/2028
Commission Number: HH572906

Exhibit "A"**Legal Description of Property****DESCRIPTION: (By the Surveyor)**

A portion of The Town of Apopka, according to the plot thereof, as recorded in Plot Book A, Page 109, Public Records of Orange County, Florida, lying in Section 9, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 142, Block E, The Town of Apopka, according to the plot thereof, as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, said point also lying on the Northeasterly right of way line of the CSX Railroad, per Right-of-Way and Track Map 1/02083 Seaboard Air Line Railway Co. Lake Charm Branch; thence North 50°42'52" West, a distance of 361.47 feet along said Northeasterly right of way line to the East line of the West .30 feet of Lot 135, Block E, Per Official Record Book 501, Page 357 and Deed Book 205, Page 354, Public Records of Orange County, Florida; thence North 39°19'53" East, a distance of 24.13 feet along said East line; thence departing said East line, North 50°42'52" West, a distance of 63.85 feet; thence North 89°30'23" West, a distance of 38.51 feet to the aforementioned Northeasterly right of way line of the CSX Railroad; thence North 50°42'52" West, a distance of 304.11 feet along said Northeasterly right of way line to the East right of way line of Lake Avenue, per said plat; thence North 00°05'48" East, a distance of 71.87 feet along said East right of way line to the Southerly right of way line of Station Street, per said plat; thence South 50°54'57" East, a distance of 167.42 feet along said Southerly right of way line to the Southerly extension of the West line of Lot 5, Block E, said plat of The Town of Apopka; thence North 39°12'55" East, a distance of 205.25 feet along said Southerly extension and said West line to the centerline of an Unnamed Alley, per said plat; thence South 51°24'27" East, a distance of 200.01 feet along said centerline to the Northerly extension of the West line of Lot 9, Block E, said plat of The Town of Apopka; thence South 39°12'56" West, a distance of 10.00 feet along said Northerly extension to the North line of said Lot 9; thence South 51°24'27" East, a distance of 36.25 feet along said North line to the East right of way line of a 15.00 foot wide alley, per Official Record Book 574, Page 17, Public Records of Orange County, Florida; thence North 00°02'57" East, a distance of 25.43 feet along said East right of way line to the South line of Lot 19, Block E, said plat of The Town of Apopka; thence South 89°47'37" East, a distance of 10.00 feet along said South line to the West line of lands described in Official Record Book 10808, Page 3862, Public Records of Orange County, Florida; thence South 00°02'57" West, a distance of 50.00 feet along said West line to the South line of said lands; thence South 89°47'37" East, a distance of 140.00 feet along said South line to the West right of way line of Central Avenue, per said plat; thence South 00°02'57" West, a distance of 425.97 feet along said West right of way line to the POINT OF BEGINNING.

Exhibit “B”

Survey

BOUNDARY SURVEY

STATION STREET REDEVELOPMENT

WEST 5th STREET & WEST STATION STREET

ORANGE COUNTY, FLORIDA

INDEX OF SHEETS	
SHEET	SECTION
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CITY OF APOPKA	
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Exhibit "B"

Survey (page 2)

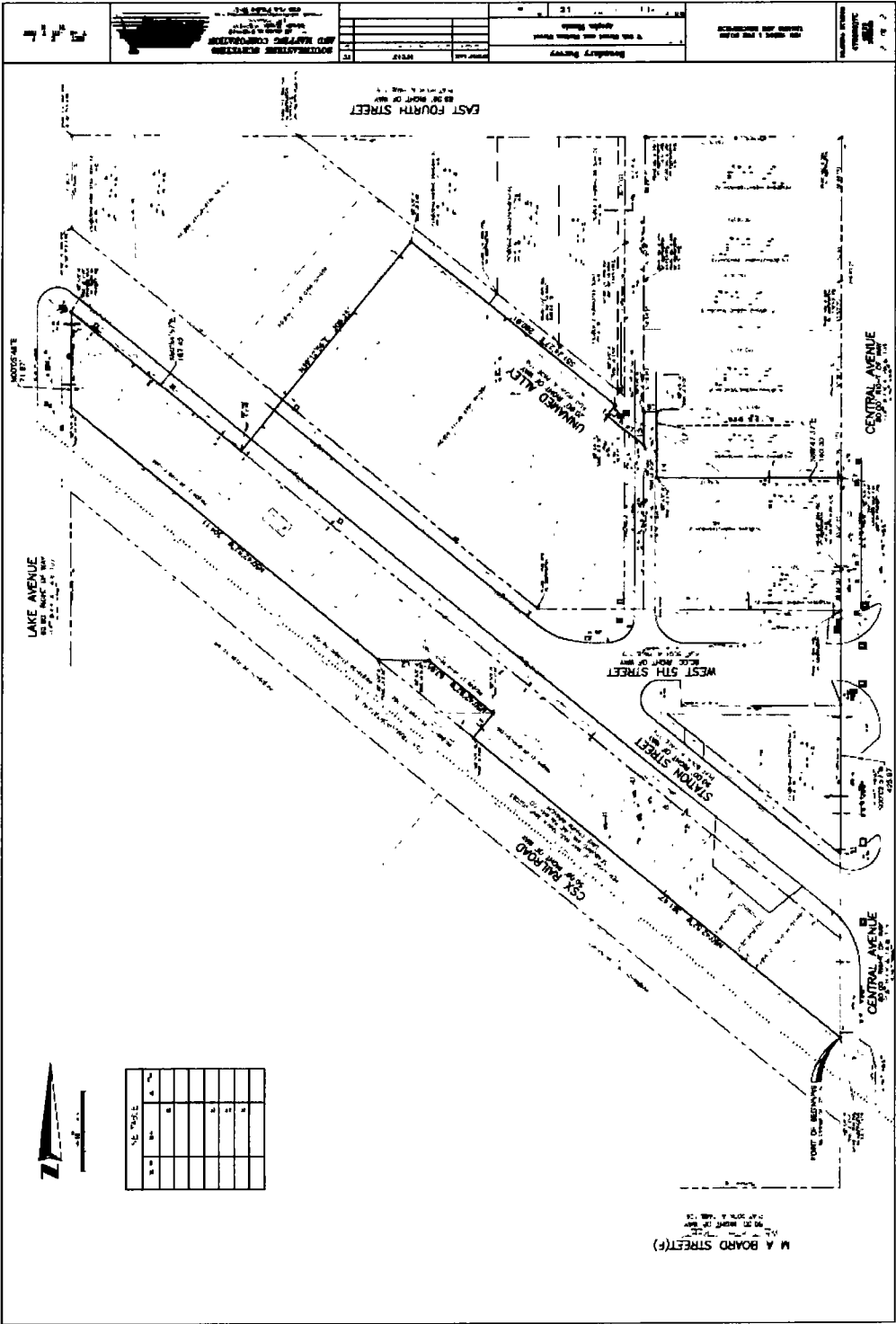


Exhibit “C”

Permitted Uses

Permitted Uses – in accordance with the LDC-Land Development Code, 4.2.2. – Principal Use Table, and those uses under the MU-D, Mixed Used Downtown zoning district.

* Denotes primary uses in accordance with this Development Agreement.

Community Garden
Arboretum or botanical garden
Park *
Dwelling, live-work
Dwelling, multifamily *
Community center/facility *
Alcoholic beverage establishments
Brewpub or microbrewery
Restaurant
General business
Office, professional
Art, music, dance or martial arts studio/school
Beauty salon or barber shop
Confectionery store, ice cream, candy
Nail care establishment
Personal or household goods repair establishment
Performance arts theater *
Recreation facility, indoor
Bank or other financial institution
Consumer good establishment
Grocery store or food market
Repair of scientific or professional instrument
Bakery
Brewery or distillery

Prohibited Uses – those uses not listed

Exhibit "D"

Utilities



Exhibit "E"

Site Plan Rendering including:

- a. Building footprint, b. Parking/ingress/egress areas, c. Plazas, pathways, and other formal outdoor spaces,
- d. Landscape areas & open spaces

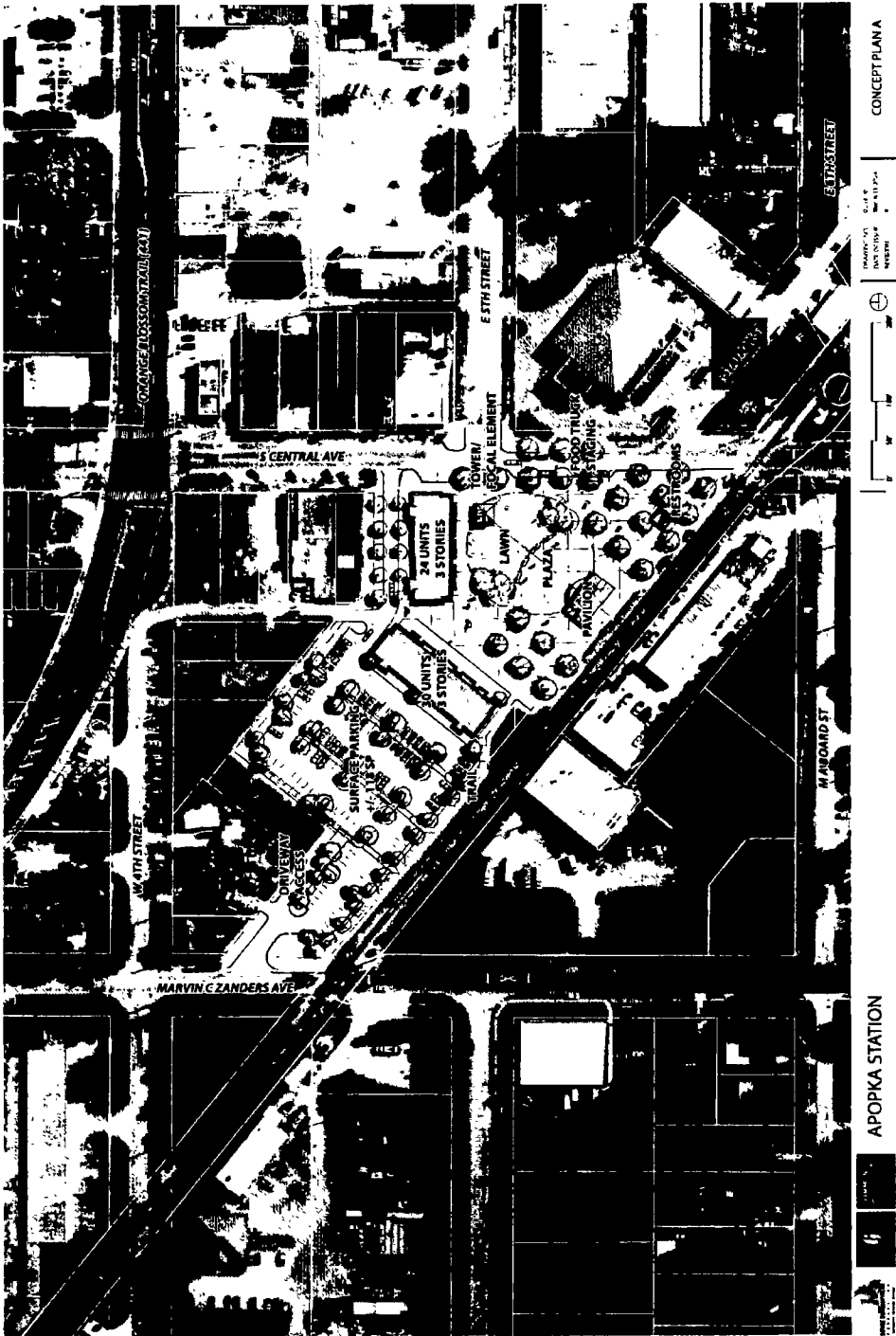
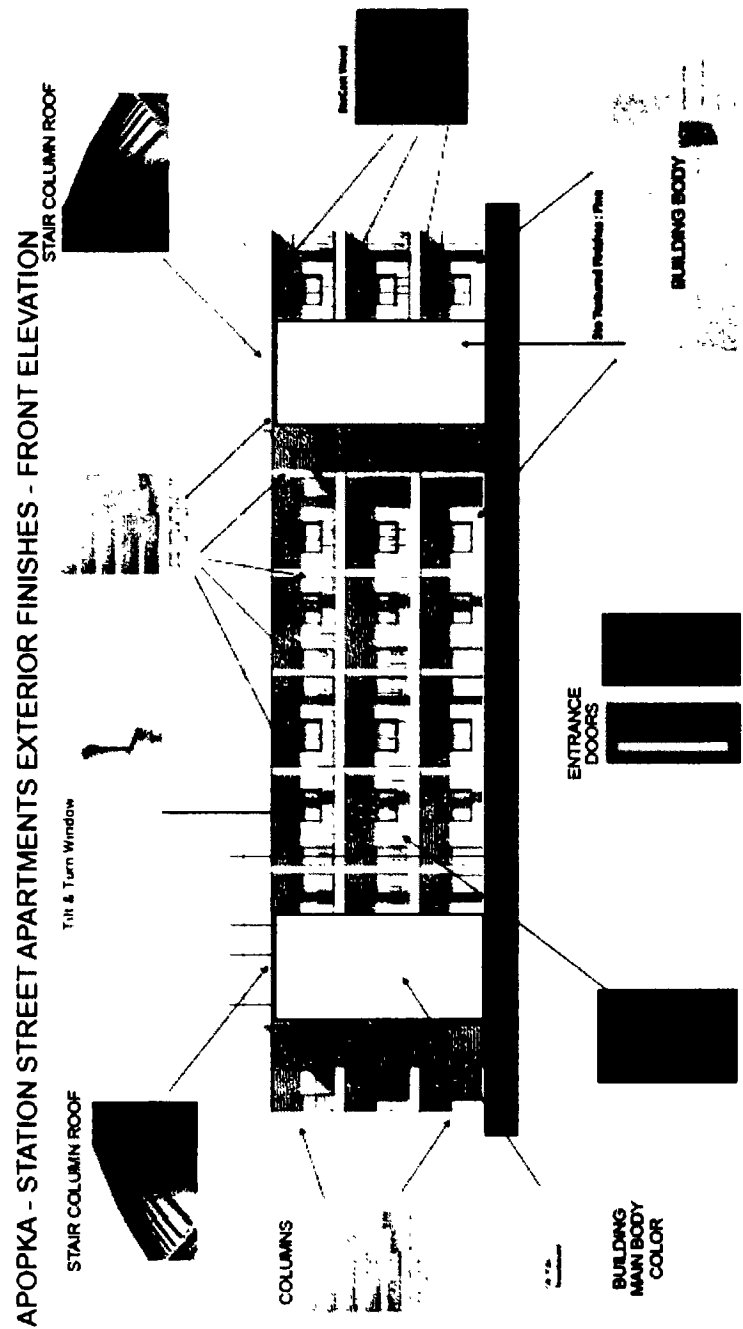


Exhibit “E”

(Page 2)

Graphic/Illustrative renderings of proposed development



This depiction is for illustrative purposes only and applicant reserves the right to change the building, its architecture, and color in any way.

Exhibit “E”

(Page 3)

Graphic/Illustrative renderings of proposed development

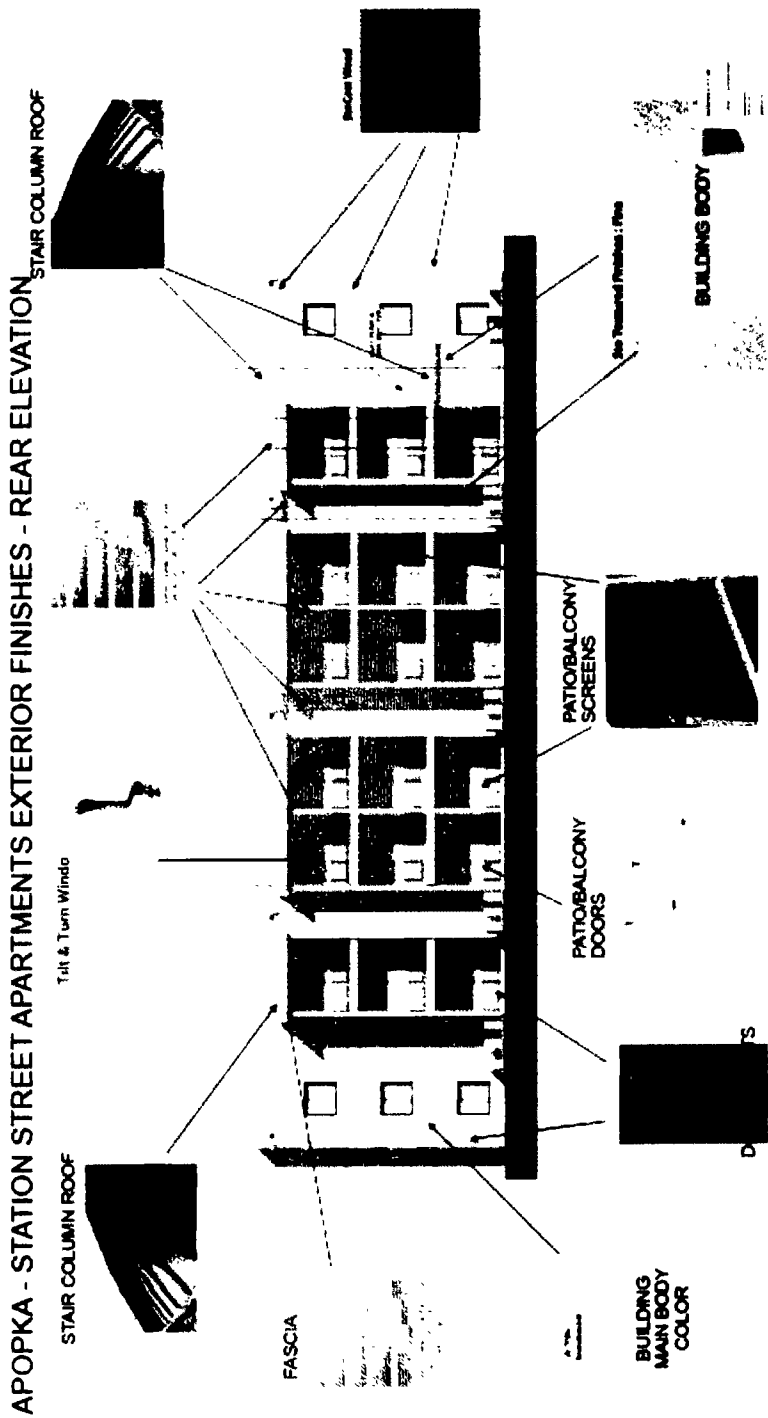


Exhibit “E”

(Page 4)

Graphic/Illustrative renderings of proposed development

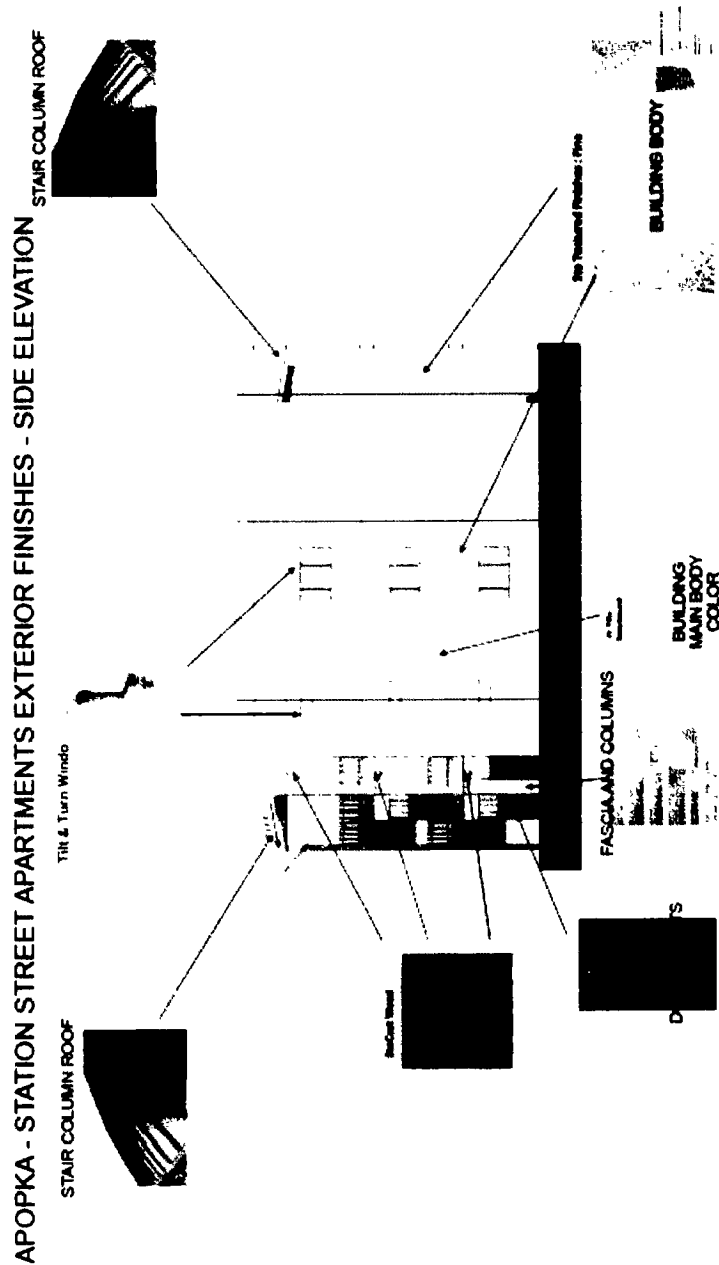


Exhibit “F”

ROW to be Vacated with plat



**W. 5th Street and W. Station Street legal descriptions
are on the following pages**

Exhibit "F"

(Page 2)

W. 5th Street**SCHEDULE "A"****DESCRIPTION**

That portion of East Fifth Street lying West of Central Avenue and East of Station Street, The Town of Apopka, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, being more particularly described as follows:

BEGIN at the intersection of the North right of way line of East Fifth Street and the West right of way line of Central Avenue, per The Town of Apopka, Block E, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida; thence South 00°17'01" West, a distance of 80.00 feet along said West right of way line to the South right of way line of East Fifth Street; thence North 89°45'26" West, a distance of 132.24 feet along said South right of way line to the Easterly right of way line of Station Street of said The Town of Apopka; thence North 50°40'07" West, a distance of 126.88 feet along the said Easterly right of way line to aforesaid North right of way line of East Fifth Street; thence South 89°45'26" East, a distance of 230.78 feet along said North right of way line to the POINT OF BEGINNING.

Containing 14,521 square feet or 0.33 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Easterly Right of Way line of Station Street being North 50°40'07" West (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

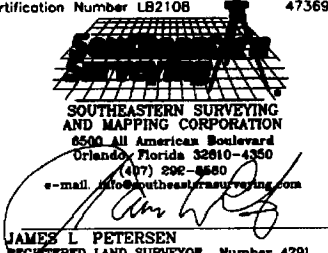
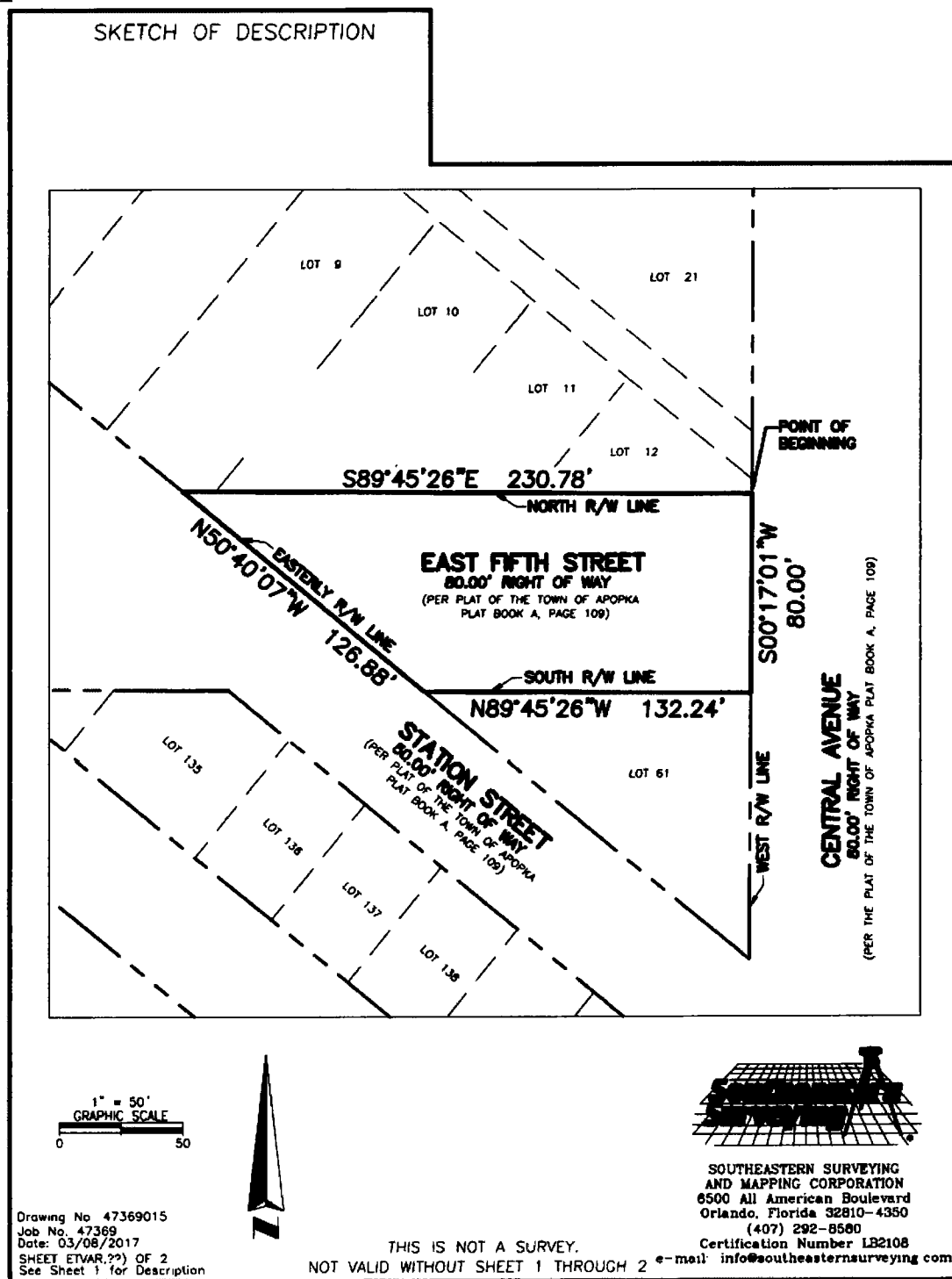
DESCRIPTION	Date: 03/08/2017 TY		Certification Number LB2108 47369015
	Job Number: 47369	Scale: 1" = 50'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 296-6560 e-mail: info@southeasternsurveying.com JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

Exhibit "F"

(Page 3)

W. 5th Street

#12767.50|1377142v1

Exhibit "F"

(Page 4)

W. Station Street**SCHEDULE "A"****DESCRIPTION**

That portion of Station Street lying West of Central Avenue The Town of Apopka, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, being more particularly described as follows:

BEGIN at the intersection of the Northerly right of way line of Station Street and the West right of way line of Central Avenue, per The Town of Apopka, Block E, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida; thence South 00°20'54" West, a distance of 64.32 feet along said West right of way line to the Southerly right of way line of said Station Street; thence North 50°40'07" West, a distance of 577.00 feet along said Southerly right of way line; thence departing said Southerly right of way line North 39°19'53" East, a distance of 50.00 feet to the aforesaid Northerly right of way line of Station Street; thence South 50°40'07" East, a distance of 536.53 feet along said Northerly right of way line to the POINT OF BEGINNING.

Containing 27,838 square feet or 0.64 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Northerly Right of Way line of Station Street being South 50°40'07" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

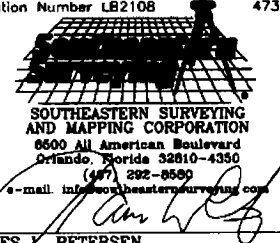
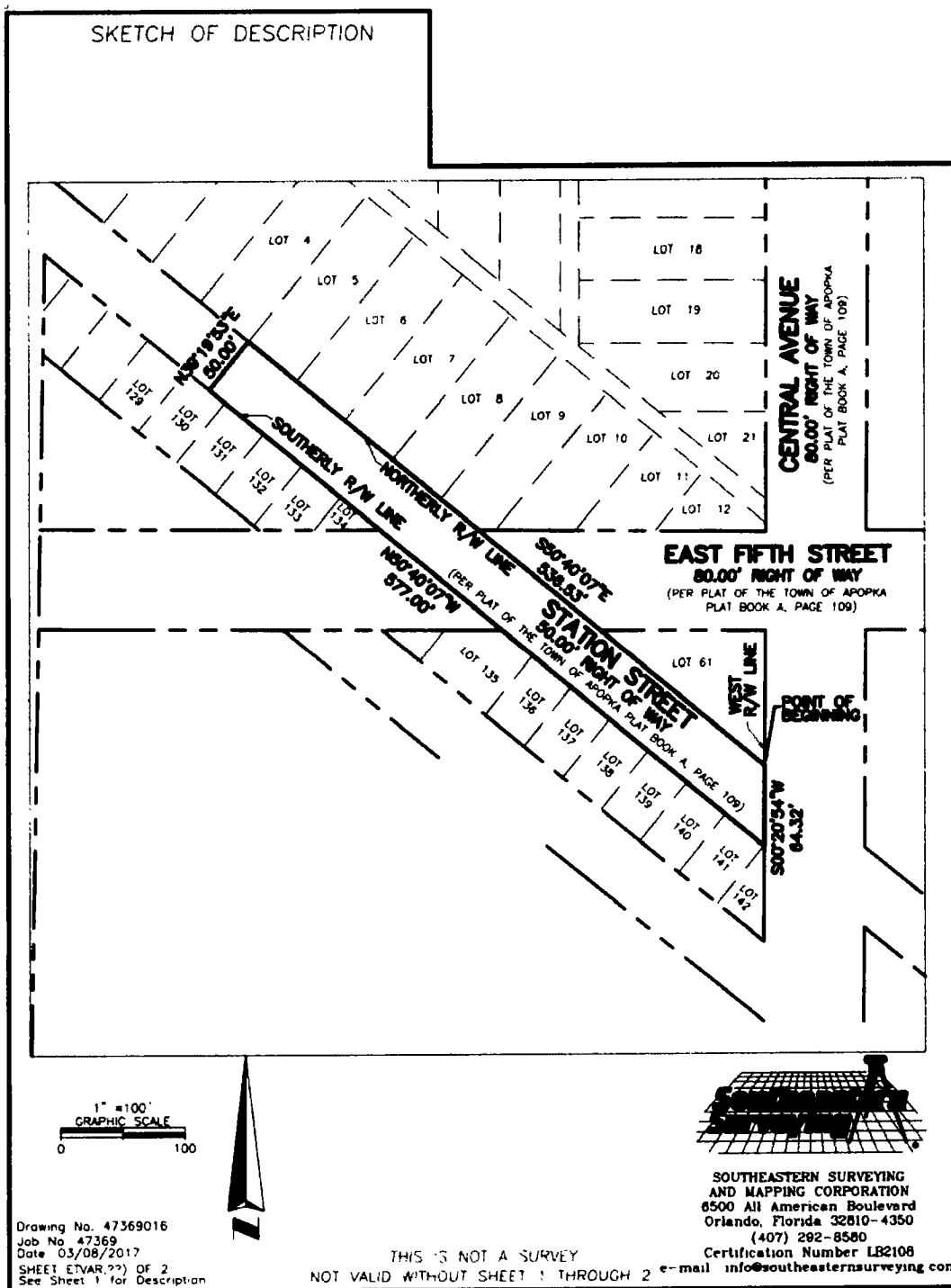
DESCRIPTION FOR CITY OF APOPKA	Date: 03/08/2017 TY		Certification Number LB2108 47369016
	Job Number: 47369	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6600 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8599 e-mail: info@southeasternsurveying.com JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

Exhibit "F"

(Page 5)

W. Station Street



#12767.50|1377142v1

Exhibit “G”

Martin Pond Stormwater Storage Location

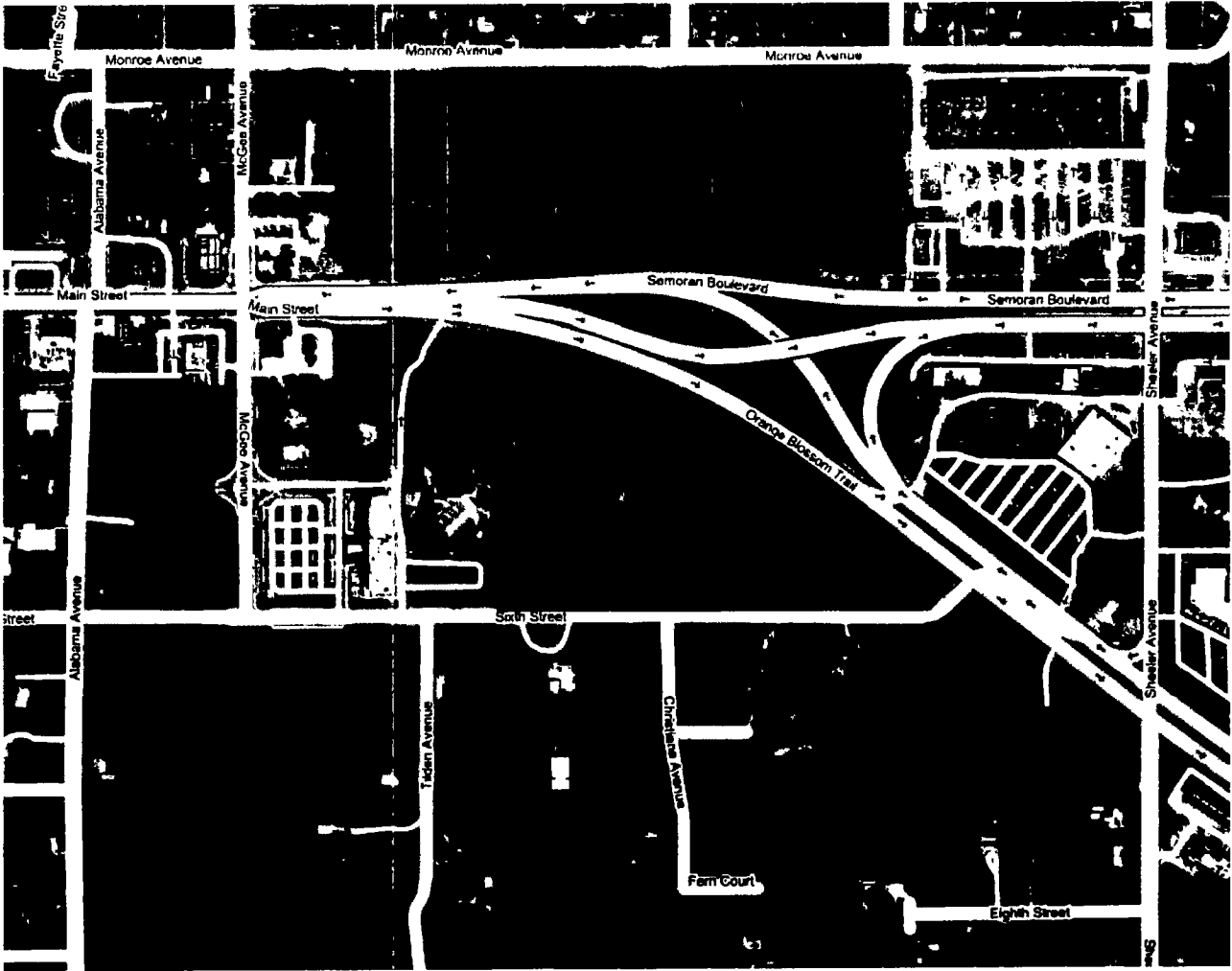


Exhibit “H”
Projected Schedule

Draft Conveyance with DA Exhibit	Week of March 25, 2024
Brownfield Process started	Week of April 1, 2024
Major Development Plan	July through September 2024
Construction Site Plan DRC	October-November 2024
Plat	November 2024
Site and Building Permits	December 2024-February 2025
Pre-Construction Meeting City Engineer	December 2024
Ground and Site Work	January 2025
Public Plaza completion on Lot 2	January 15, 2026



City of Apopka

CITY COMMISSION STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item#: 1.

Meeting Date: June 3, 2026

Department: Code Enforcement

SUBJECT:

Ordinance No. 3162 - First Reading - IPMC Revisions (Code Enforcement)

ACTION ITEM INFORMATION:

To approve Ordinance No. 3162; Amending Chapter 18, Article V, "Property Maintenance Code" Sections 18-109 "Amendments", amending the Fee Schedule for Violations.

REQUEST:

To approve Ordinance No. 3162; Amending Chapter 18, Article V, "Property Maintenance Code" Sections 18-109 "Amendments", providing for an Amended Fee Schedule for Violations.

SUMMARY:

This is the First Reading of Ordinance No. 3162; Amending Chapter 18, Article V, "Property Maintenance Code" Sections 18-109 "Amendments", to provide for an Amended Fee Schedule for Violations. The City has adopted the International Property Maintenance Code (IPMC) with local amendments to regulate minimum standards for property conditions and maintenance. Section 18-109 of the City Code provides for local amendments to that Code, including the schedule of fees and penalties associated with Code Enforcement violations. The current fee schedule has not been updated in several years and no longer aligns with actual administrative and operational costs associated with Code Enforcement actions. Staff has reviewed the existing fee schedule and recommends adjustments to ensure compliance, cost recovery, and consistent enforcement. The Ordinance removes the fee schedule for IPMC violations and provides that violations of the IPMC would be subject to fines a special magistrate may normally impose for any code violation pursuant to Section 2-216(b) of the City Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

To approve Ordinance No. 3162; Amending Chapter 18, Article V, "Property Maintenance Code" Sections 18-109 "Amendments", and amend the Fee Schedule for Violations.

ATTACHMENTS:

1. Ordinance No. 3162 - IPMC Revisions

ORDINANCE NO. 3162

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 18, ARTICLE V, "PROPERTY MAINTENANCE CODE" SECTIONS 18-109 "AMENDMENTS," TO PROVIDE FOR AMENDED FEE SCHEDULE FOR VIOLATIONS THEREOF; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida has the authority and responsibility to protect the health, safety, and welfare of the citizens of the City of Apopka; and

WHEREAS, the City has adopted the International Property Maintenance Code in Chapter 18, Article V, of the City's Code of Ordinances; and

WHEREAS, in order to protect the health, safety, and welfare of the community and the citizens thereof, and to ensure residential and nonresidential structures adhere to minimum requirements to provide a reasonable level of health, safety, welfare, and property protection in the community, it is necessary to revise Chapter 18, Article V, of the City's Code of Ordinances to align with the fine and fee schedule in accordance with code enforcement actions; and

WHEREAS, the City Council of the City of Apopka, Florida, has determined that updating the fine and fee schedule for violations of the International Property Maintenance Code, as amended, is necessary for the protection of the health, safety, and welfare of its citizens.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

NOTE: Underlined words constitute the additions to the existing text of the *Code of Ordinances of the City of Apopka*. ~~strikethroughs~~ constitute deletions to the existing text of the *Code of Ordinances of the City of Apopka*, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Section 1. *Recitals.* The above recitals are true and correct and incorporated herein.

Section 2. *Code Amendment.* Chapter 18, Article V, of the Code of Ordinances of the City of Apopka, Florida, is hereby amended to read as follows:

ARTICLE V. PROPERTY MAINTENANCE CODE

Sec. 18-108. The International Property Maintenance Code adopted.

- (a) The current edition of the ICC International Property Maintenance Code adopted by reference as if set out at length herein is on file in the building division.

- (b) No person shall violate any of the provisions of the publication adopted by reference in subsection (a) of this section.
- (c) If there shall be any conflict between the provisions of the publication adopted by reference in subsection (a) of this section and the provisions of this chapter, the provisions of this chapter shall prevail. **Sec. 18-109. Amendments.**
- (a) The identified sections of the edition of the International Property Maintenance Code, which is on file in the city clerk's office, shall hereby be revised as follows, where applicable:

Remove: [NAME OF JURISDICTION].

Insert: "The City of Apopka, Florida" where found throughout the IPMC.

Remove: ~~[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]~~.

Insert: ~~Fees as adopted.~~

Fee Schedule

~~Class I: \$50.00, non health and/or life threatening violations.~~

~~Class II: \$150.00, health and/or safety violations.~~

~~Class III: \$200.00, imminent danger and/or life threatening violations.~~

- (b) Any person found by competent jurisdictional authority of violating any provision of this article shall be guilty of violating a duly adopted ordinance of the city, and shall be punished by a fine of not less than \$50.00 per day and not to exceed \$200.00 per day subject to fines as provided in Chapter 2, Article VIII, Section 2-216, of the City's Code of Ordinances. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4	Remove:	[AMOUNT]	[AMOUNT]
	Insert:	\$50.00	\$200.00
Section 302.4	Remove:	(jurisdiction to insert height in inches)	
	Insert:	12 inches	
Section 304.14	Remove:	[DATE]	[DATE]
	Insert:	January 1 (of any given year)	December 31 (of any given year)
Section 602.3	Remove:	[DATE]	[DATE]
	Insert:	October 1 (of any given year)	March 31 (of any given year)

Section 602.4	Remove:	[DATE]	[DATE]
	Insert:	October 1 (of any given year)	March 31 (of any given year)

Secs. 18-110—18-119. Reserved.

Section 3. *Codification.* The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka as additional or amendments thereto.

Section 4. *Severability.* Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 5. *Conflicting Ordinances.* All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

Section 6. *Effective Date.* This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of May, 2026.

READ FIRST TIME: June 3, 2026

READ SECOND TIME AND
ADOPTED: June 17, 2026

ATTEST:

Susan Bone, City Clerk

Nick Nesta, Mayor

Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: - May 22nd, 2026 and May 29th, 2026



City of Apopka CITY COMMISSION STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 2.

Meeting Date: June 3, 2026

Department: Community Development

SUBJECT:

Ordinance No. 3163 – First Reading – Annexation – Kelly Park Road Commercial

ACTION ITEM INFORMATION:

Owner(s): Effie Road Holdings, LLC

Applicant(s): Luke Classon, P.E.

Parcel Identification Number(s): 12-20-27-0000-00-017

Location: East of Effie Drive and North of Kelly Park Road

Future Land Use: County Rural

Zoning: County A-1 (Citrus Rural)

Existing Use: Vacant

Tract Size: 1.16 +/- acre(s)

REQUEST:

Accept the first reading of Ordinance Number 3163 and hold it over for second reading and adoption.

SUMMARY:

ZONING REPORT:

Direction	Future Land Use	Zoning	Present Use
North	County Rural	County A-1 (Citrus Rural)	Single-family residence
East	FLU-IP (Future Land Use - in Progress)	T (Transitional)	Single-family residence
South	Rural Settlement	AG (Agriculture) and T (Transitional)	Single-family residences
West	FLU-IP (Future Land Use - in Progress)	T (Transitional)	Single-family residence

SUMMARY:

Pursuant to Florida Statute 171.044, the applicant is requesting voluntary annexation of a 1.16 +/- acre parcel located east of Effie Drive and north of Kelly Park Road into the corporate limits of the City of Apopka. The parcel is located within the Kelly Park Interchange Form-Based Code (KPI-FBC) Area, and the applicant intends to develop the property for commercial use, consistent with the development pattern envisioned by the City's KPI-FBC.

The proposed annexation is strategically important due to the parcel's location along Kelly Park Road, which has been planned as a coordinated growth activity center since the City's adoption of the KPI-FBC through Ordinance No. 2576 on June 21, 2017. The KPI framework encourages a mix of residential, commercial, and employment-generating uses, and the continued increase in residential development within the surrounding area has

strengthened the need for commercial services to support both existing and future residents. The annexation would allow future development of the property to be reviewed under the City's adopted KPI standards, rather than remaining under County rural land use and zoning designations, and would further support the City's long-term planning objectives for the Kelly Park Interchange area.

The subject property is contiguous to the City limits and is eligible for annexation pursuant to Florida Statute 171.044, which provides the following general requirements:

- Property must be in an unincorporated area of the county.
- The property must be contiguous to the municipality.
- The area must be reasonably compact.
- All property owners in the proposed annexation area must sign the petition.
- The municipality may adopt a nonemergency ordinance approving the annexation after required public notice.

Florida Statute 171.044 does not require a municipality to annex property. Furthermore, the Joint Planning Area (JPA) Agreement between the City of Apopka and Orange County does not require the City of Apopka City Commission to annex property into the City. If the City Commission opts to annex the subject parcel, the annexation ordinance becomes effective immediately upon adoption, and it is based on the existing County Future Land Use and Zoning Designations. The assignment of City Future Land Use and Zoning designations will occur at a later date and through actions by the City Commission.

The Florida Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and has declared that it is the policy of the state to eliminate enclaves as they can hinder urban planning and prevent efficient municipal services, and potentially create governance problems. Annexation of the subject parcel would reduce an existing enclave and further the City's objective of creating a more logical and coordinated municipal boundary within the Kelly Park Road area. As shown on the Vicinity Map, the subject property is located within a broader area already substantially incorporated into the City limits. Annexation would help eliminate a remaining jurisdictional gap, support more efficient service delivery, and allow future development of the property to proceed under the City's standards.

ORANGE COUNTY NOTIFICATION:

The Joint Planning Agreement (JPA) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on April 29, 2026.

PUBLIC HEARING SCHEDULE:

June 3, 2026 (1:30 P.M.– City Council, First Reading

June 17, 2026 (7:00 P.M.)– City Council, Second Reading and Adoption

DULY ADVERTISED:

May 15, 2026 – Apopka Chief

May 22, 2026 – Apopka Chief

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Development Review Committee:

The DRC does not object to the annexation of Kelly Park Road Commercial as the proposed annexation is consistent with the requirements of Florida Statute 171.044.

Requested Action — City Commission:

Accept the first reading of Ordinance Number 3163 and hold it over for second reading and adoption on June 17, 2026.

ATTACHMENTS:

1. Ordinance No. 3163
2. Map Series
3. Kelly Park Road Commercial - Survey
4. May 15 Advertisement

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ORDINANCE NO. 3163

PAGE 2

and regulations of the City.

SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; and the Orange County Property Appraiser.

READ FIRST TIME: June 3, 2026

READ SECOND TIME AND
ADOPTED: _____

ATTEST:

Susan Bone, City Clerk

Nicholas L. Nesta, III, Mayor

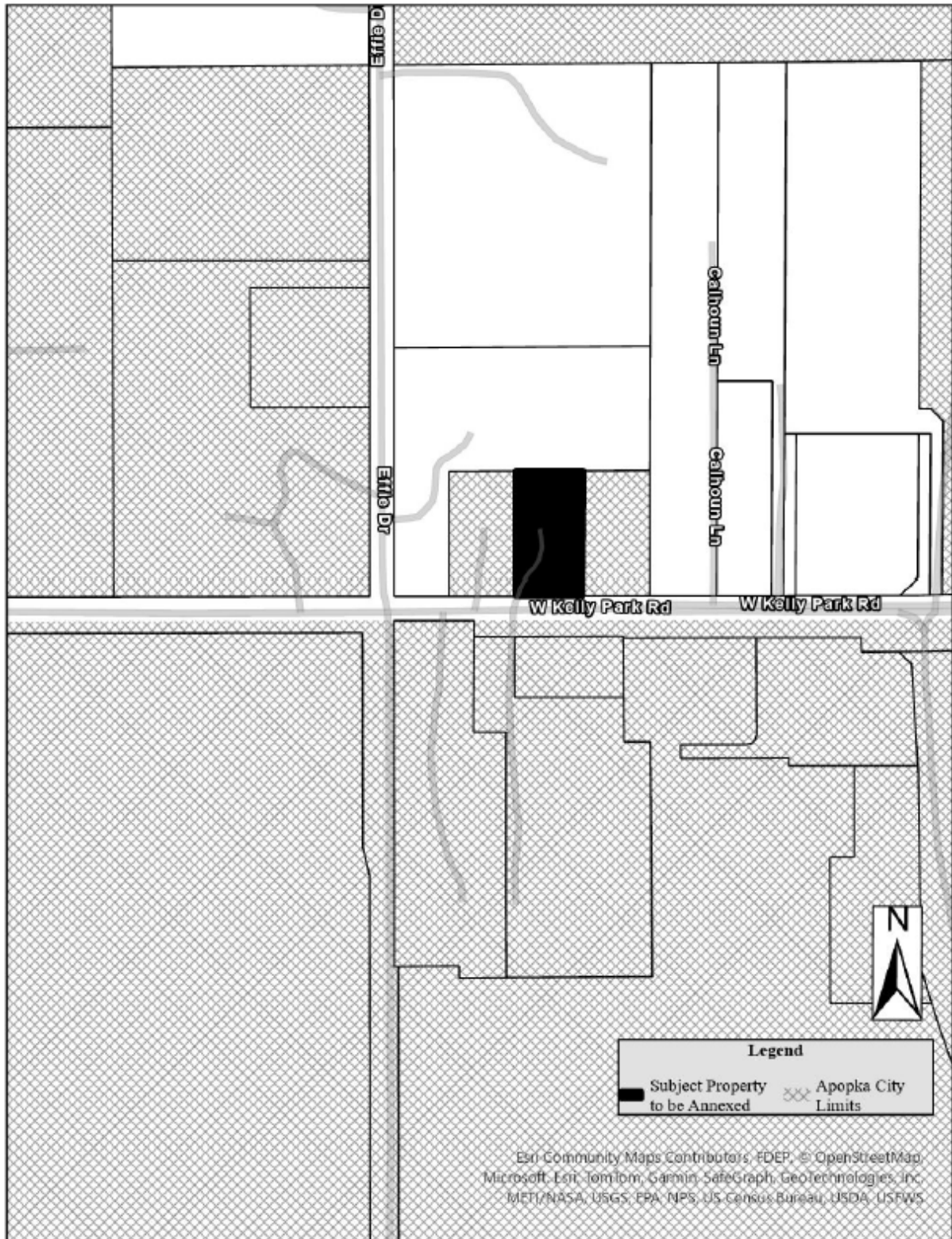
Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

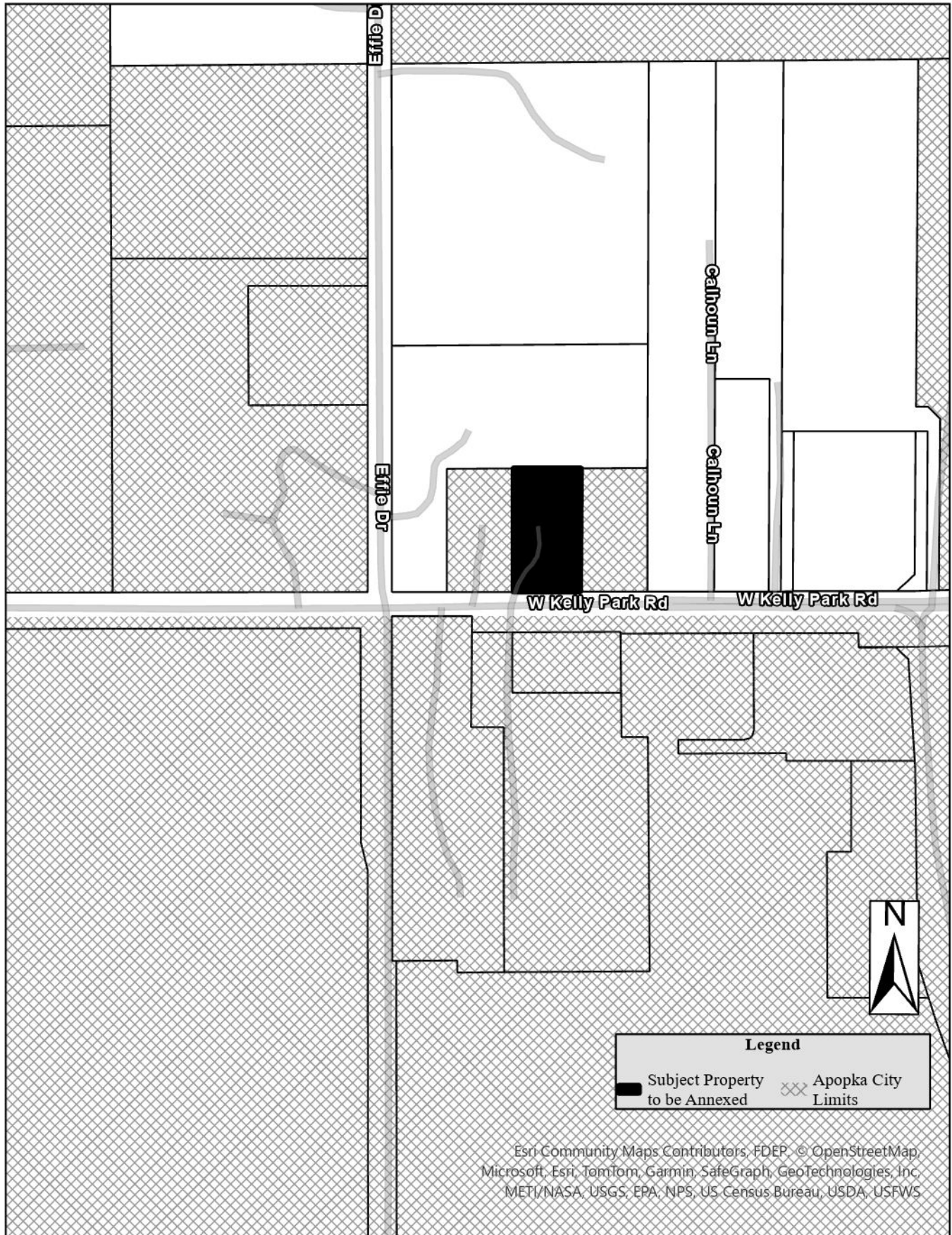
DULY ADVERTISED FOR PUBLIC HEARING: May 15, 2026 and May 22, 2026

EXHIBIT "A"

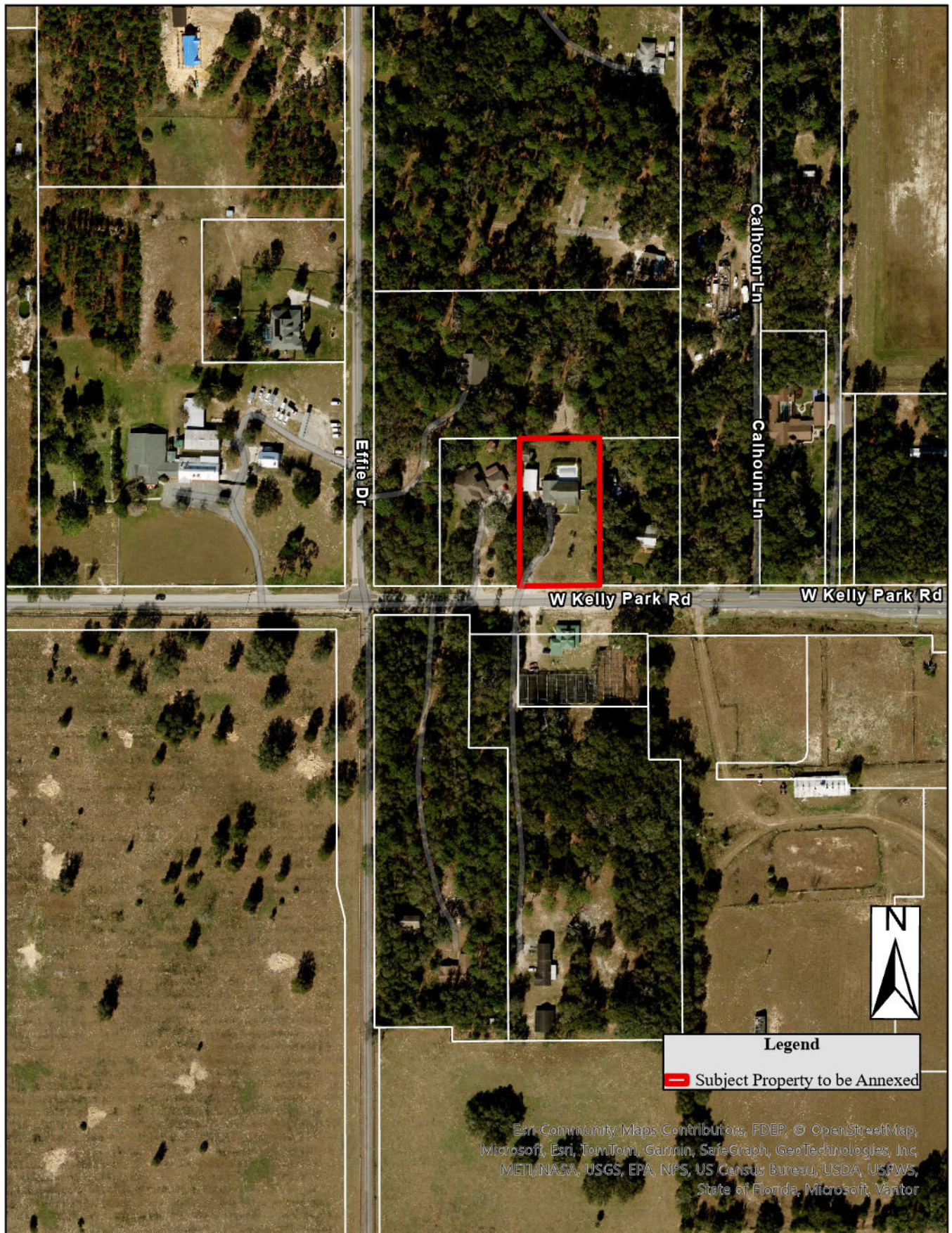
PARCEL IDENTIFICATION NUMBER(S): 12-20-27-0000-00-017



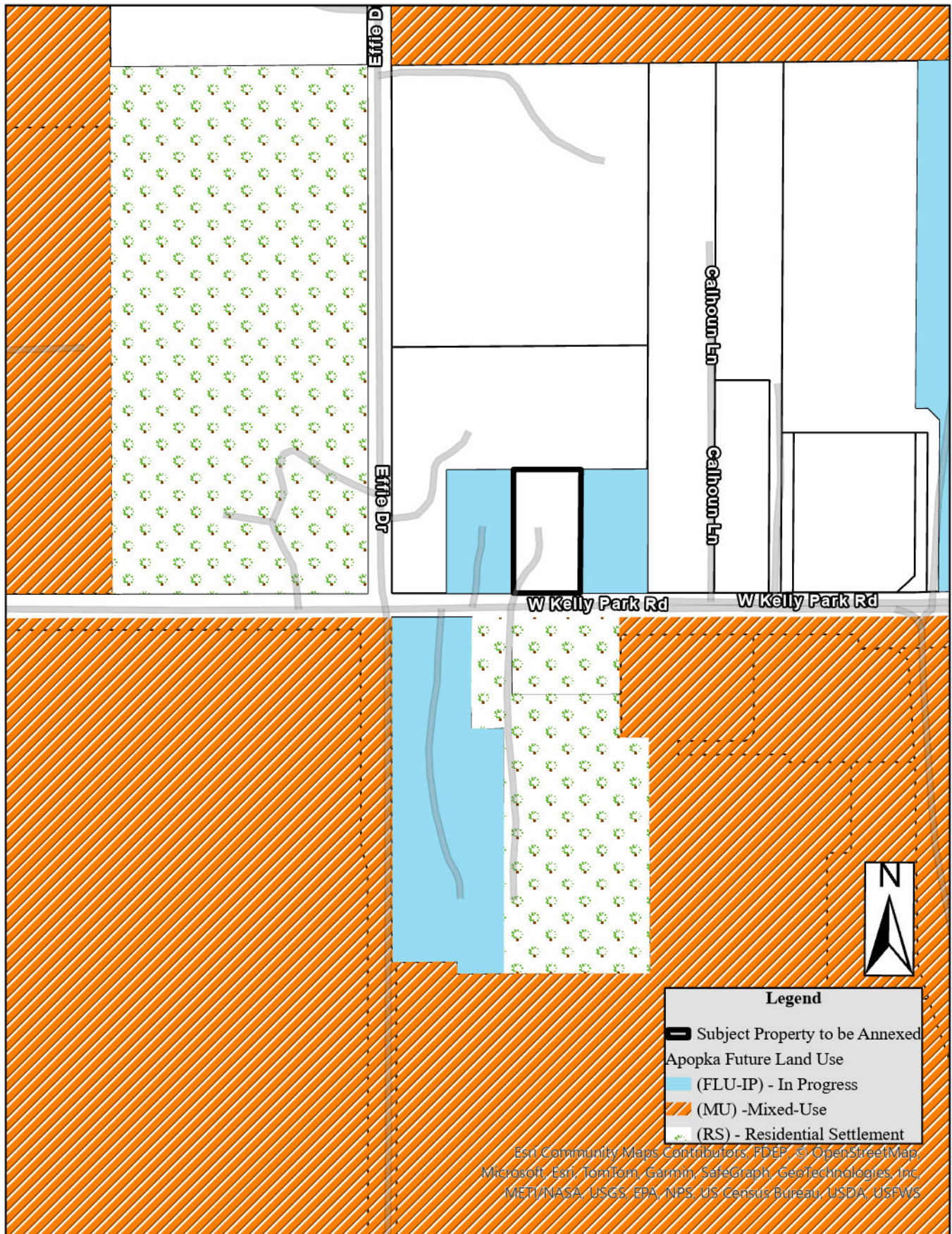
Vicinity



Aerial

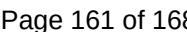


Future Land Use



Zoning





See Proof on Next Page

AFFIDAVIT OF PUBLICATION

The Apopka Chief
400 N. Park Avenue, Apopka, FL 32712
(407) 886-2777

I, J.C. Derrick, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of The Apopka Chief, a publication that is a "legal newspaper" as that phrase is defined for the city of Apopka, for county of Orange, in the state of Florida, that this affidavit is 1 of 3 with the full text of the sworn-to notice set forth on the page(s) that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- May 15, 2026

Notice ID: ugV6jMiArK3ZIAioXE3u

Notice Name: City of Apopka ord. 3163 5-15

J. C. Derrick

Publisher

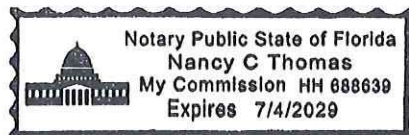
VERIFICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Signed or attested before me on this

15 day of May, A.D. 2024.

Nancy C Thomas
Notary Public

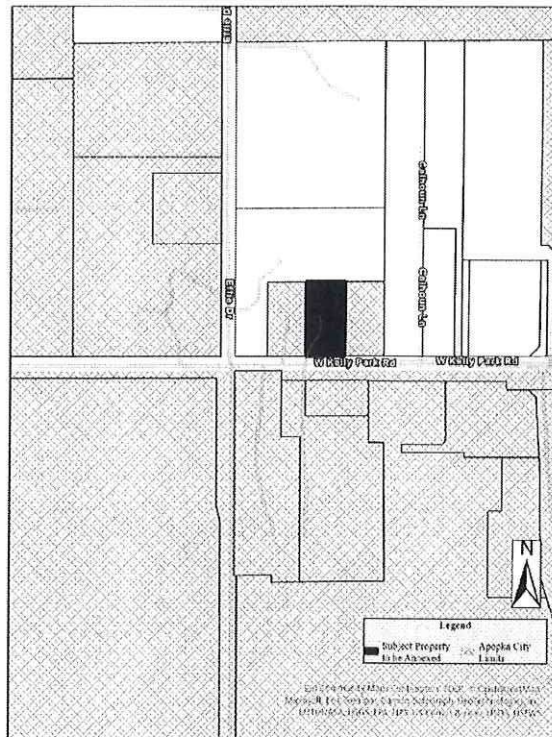


PUBLIC HEARING NOTICE ANNEXATION CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes Section 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that LUKE M. CLASSON, P.E. has made an application to the City of Apopka City Commission for an **ANNEXATION** of a property located at 3603 West Kelly Park Road. This application relates to the following described property:

ORDINANCE NO. 3163

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY EFFLE ROAD HOLDINGS, LLC; LOCATED EAST OF EFFIE ROAD AND NORTH OF KELLY PARK ROAD; COMPRISING 1.16 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 12-20-27-0000-00-017

Contains: 1.16 +/- acres

NOTICE is given that public hearings for Ordinance No. 3163 will be held by the **City of Apopka City Commission** at its regularly scheduled meetings in the City Commission Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, June 3, 2026 beginning at 1:30 P.M. and Wednesday, June 17, 2026 beginning at 7:00 P.M.** or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with

Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

**Apopka City Commission
Apopka Planning Commission
Community Development Department**

May 15, 2026



City of Apopka CITY COMMISSION STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 3.

Meeting Date: June 3, 2026

Department: Finance Department

SUBJECT:

Resolution No. 2026-27 Amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

ACTION ITEM INFORMATION:

REQUEST:

Council adoption of Resolution Number 2026-27

Budget Amendment #: 5

Fiscal Year (FY): 2026

Total Amendment: **\$2,752,500*** Dollar amounts may be rounded up.

SUMMARY:

On September 17, 2025, by Resolution Number 2025-41, the City Council adopted the final budget for Fiscal Year (FY) 2025-2026. The City is committed to expenditures and has experienced unanticipated revenues/expenditures throughout the current fiscal year that need to be reflected in the budget. Florida Statutes, Section 166.241 (4) requires the governing body to amend the budget in the same manner as the original budget was adopted.

Below are the following proposed amendments:

1. Amendment:

Funding Source: State Grants — Asbestos and Galvanized Drinking Water Pipes

Description: On May 6, 2026, City staff requested authorization to accept and execute the Florida Department of Environmental Protection (FDEP) agreement in the amount of \$1,057,000 for the Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes Project. The City provides service through 368 miles of pipelines that vary in size, from 2-inch to 36-inch; out of which, **10.8 miles consist of asbestos cement pipes** and **2.1 miles consist of galvanized pipes**. The City of Apopka intends to replace asbestos cement potable water piping through a phase approach over the next several years. This project addresses aging infrastructure issues that pose risks to water quality and system reliability.

Phase 1 (ITB-20240A-62) of this project covered replacement pipes along Martin Street within the City of Apopka. The City expended \$1,261,086 in **local funding** on Phase 1, which was completed on August 20, 2025.

- **Design** — Tetra Tech Inc: \$134,754
- **Construction** — Cacique Utilities: \$1,126,332

Phase 2 of this project addresses completing the design of approximately 13,100 linear feet (LF) of asbestos cement (AC) potable water piping and approximately 2,500 LF of galvanized piping. The City will construct the replacement of the pipes in accordance with the final design based on available funding.

Phase 2 includes grant funding from the following sources:

- **HUD grant** (Agreement # B-23-CP-FL-0379) in the amount of **\$2,500,000**
 - Project Address: Clarcona Road; 7th Street; 15th Street; 17th Street; Washington Avenue.
 - Grant Period: **02/17/2023 – 08/31/2031**
- **FDEP grant** (attached Agreement # L0126) in the amount of **\$1,057,500**
 - Project Location: The Project will be located in the City of Apopka within Orange County; Lat/Long (28.6890, - 81.5110).
 - Grant Period: **07/01/2025 – 12/31/2028**

To date, the City has expended \$420,813 (**Design** — Tetra Tech Inc.) for this phase of the project in **local funding**. City staff included \$1,000,000 of the \$2,500,000 HUD grant funding in the FY2026 Adopted Budget to complete the design and begin the construction under Phase 2. We are adding the remaining amount of the \$2,500,000, which is **\$1,500,000** and the new FDEP grant funding in the amount of **\$1,057,500** in the FY2026 Budget via this amendment to include all the grant funds available for use under Phase 2.

Account Number	Description/Project	Debit	Credit
401-334-5002	State Grant - Asbestos-Galvanized Pipe	\$ -	\$ 2,557,500
401-3141-533-6300	Improvements Other Than Buildings	2,557,500	-
Total Amendment		\$2,557,500	\$ 2,557,500

2. Amendment:

Funding Source: State Grant - Stormwater Adaptation Plan

Description: The City of Apopka (Grantee) will develop a comprehensive Adaptation Plan consistent with the Florida Adaptation Planning Guidebook. The Adaptation Plan will address climate-related risks, existing infrastructure deficiencies and vulnerabilities across critical asset classes as defined in section 380.093 (2), Florida Statutes, with a particular focus on stormwater infrastructure. The plan will identify adaptation needs, recommend strategies, prioritize projects, and guide future capital planning and resilience investments. This approval of this grant is on the June 3, 2026, Commission agenda for approval. This amendment is contingent upon the Commission's approval of the grant agreement in the amount of **\$195,000** from the Florida Department of Environmental Protection (FDEP).

The Grant Period is: **07/01/2025–06/30/2028**. Contractual service expenses (professional services not performed by staff of the Grantee) incurred after 07/01/2025 and before execution are eligible for reimbursement. The tasks included in the scope are:

- Task 1: Draft Adaptation Needs and Strategies
- Task 2: Community Prioritization of Adaptation Needs
- Task 3: Final Adaptation Plan
- Task 4: Public Outreach Meetings and Stakeholder Engagement

Additional Information: The City has received a Federal Emergency Management Agency (FEMA) Award Notification for the 4673-305-P27 City of Apopka Stormwater Master Plan project (Project Cost: \$400,000 / Federal Share: \$300,000 / Local Share: \$100,000). The City is pending the transmittal of the Grant Agreement from the Florida Division of Emergency Management (FDEM) (the pass-through entity) for City review and execution.

Account Number	Description/Project	Debit	Credit
120-334-3610	State Grant - Stormwater Adaptation Plan	\$ -	\$ 195,000
120-3151-538-3100	Professional Services	195,000	-
Total Amendment		\$ 195,000	\$ 195,000

FUNDING SOURCE:

FY2025-2026 Budget

RECOMMENDED MOTION:

Adopt Resolution Number 2026-26

ATTACHMENTS:

1. Resolution Number 2026-27 - BA#5

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2025/2026 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2025/2026 through resolution on September 17, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2025/2026 is hereby amended for an amount totaling **\$2,752,500** as indicated in the staff report which is attached hereto and made part of this Resolution by reference.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 3rd DAY OF JUNE, 2026

CITY OF APOPKA, FLORIDA

NICHOLAS NESTA, MAYOR

ATTEST:

SUSAN BONE, CITY CLERK