

# CITY OF TRENTON

## COMMISSION MEETING

### AMENDED AGENDA

The Trenton City Commissioners, serving also as the Planning & Zoning Board and the Community Redevelopment Authority, will meet in Regular Session Monday, April 27, 2026, at 6:00 pm, or as soon thereafter as possible, in the Gilchrist County Commission Meeting Facility, located at 210 South Main Street, Trenton, Florida. Items included on the agenda are as follows:

- A. Call to Order**
- B. Adoption of Agenda**
- C. Unscheduled Guests**
- D. Consent Items**
  - 1. Minutes – Regular Commission Meeting, April 13, 2026
- E. Discussion Items**
  - 1. Water Restrictions
- F. Action Items**
  - 1. Final **Adaptation** Grant Agreement with FDEP For ~~Water Treatment Plant~~
  - 2. Resolution 2026-04 – Authorizing Seacoast Bank Loan
  - 3. Agreement with Hicks Paving For City-Wide Paving Project
  - 4. ~~Resolution 2026-05 – Gray Construction Ingress/Egress on SW 15<sup>th</sup> Ct~~
  - 5. ~~Resolution 2026-06 – Amending Employee Handbook Re: Retirees~~
- G. City Attorney Report**
- H. City Manager Report**
- I. Board Member Requests**
- J. Public Comments**
- K. Adjourn**

**City of Trenton  
Minutes  
Commission Meeting  
April 13, 2026**

The Trenton City Commission, serving also as the Planning & Zoning Board and the Community Redevelopment Authority, met on Monday, April 13, 2026, at the Gilchrist County Commission Meeting Building. Those in attendance were as follows:

Robbi Coarsey Avery	Mayor
Randy Rutter	Vice-Mayor
Lucy Coleman	Commissioner
Mary Love Davis	Commissioner
Russel Williams	Commissioner
Brittany Mills	City Manager
David “Duke” Lang, Jr.	City Attorney

**A. CALL TO ORDER**

Mayor Avery called the meeting to order at 6:01 pm.

**B. ADOPTION OF AGENDA**

Commissioner Davis made a motion to adopt the agenda. Commissioner Williams seconded the motion. The motion carried unanimously.

**C. UNSCHEDULED GUESTS**

Tom Rittenhouse stated that adding speed bumps only on 1<sup>st</sup> Street, 5<sup>th</sup> Street and 5<sup>th</sup> Avenue in the SW section will only create problems on the other streets in the section.

**D. CONSENT ITEMS**

**1. Minutes – Regular Commission Meeting, March 23, 2026**

Commissioner Rutter made a motion to accept the minutes. Commissioner Coleman seconded the motion. The motion carried unanimously.

**2. February Financial and Expenditure Reports**

Commissioner Rutter made a motion to accept the financial reports. Commissioner Davis seconded the motion. The motion carried unanimously.

## **E. DISCUSSION ITEMS**

### **1. Policy Regarding Insurance Access for Retirees**

City Manager Mills explained the proposed policy changes. Commissioner Rutter made a motion to move forward with the required resolution. Commissioner Williams seconded the motion. The motion carried unanimously.

## **F. ACTION ITEMS**

### **1. Child Abuse Prevention Month Proclamation**

Attorney Lang read the proclamation in its entirety. Commissioner Coleman made a motion to adopt the proclamation. Commissioner Davis seconded the motion. The motion carried unanimously.

### **2. Resolution 2026-04 – Authorizing Seacoast Bank Loan**

Staff explained the paperwork isn't in place yet. Commissioner Rutter made a motion to table the topic. Commissioner Coleman seconded the motion. The motion carried unanimously.

### **3. Final Adaptation Grant Agreement with FDEP**

Commissioner Rutter made a motion to accept the grant agreement. Commissioner Davis seconded the motion. The motion carried unanimously.

### **4. Ordinance 2026-02 – Open Burning**

The Board's discussion produced several suggestions/changes to the ordinance. Several residents also offered suggestions. Attorney Lang read Ordinance 2026-02 by title only, and read the suggested changes. Commissioner Rutter made a motion to adopt the ordinance with the suggested changes. Commissioner Coleman seconded the motion. The motion carried unanimously. The second reading of the ordinance will be May 11, 2026.

### **5. Hall of Fame Nominations**

Commissioner Rutter made a motion to nominate Herbert Parrish, Sr. for the Hall of Fame. Commissioner Coleman seconded the motion. The motion carried unanimously.

## **G. STAFF REPORTS**

### **1. Public Safety**

There were no questions regarding public safety.

## **2. Public Works**

There were no questions regarding public works.

### **H. CITY ATTORNEY REPORT**

Attorney Lang had nothing to report.

### **I. CITY MANAGER REPORT**

City Manager Mills stated that two applications were received for the fire chief position. It was the consensus of the Board to interview the candidates at a future meeting.

Mrs. Mills asked the Board's position regarding moving forward with the school zone speed cameras. Commissioner Rutter made a motion to not move forward with the cameras. Commissioner Coleman seconded the motion. The motion carried with four in favor and one opposed.

Mrs. Mills stated that there are issues with the City's website and requested authorization to go out to bid for a new provider. Commissioner Coleman made a motion to approve the request. Commissioner Davis seconded the motion. The motion carried unanimously.

Mrs. Mills asked for approval to postpone the placing of the engine braking prohibited signs until the police chief position is filled. It was the consensus of the Board to wait.

Mrs. Mills reported that the lowest bid received for the water treatment plant was over the \$650,000 CDBG grant, and that the scope of work will be amended and then will go back out to bid.

### **J. BOARD MEMBER REQUESTS**

Commissioner Coleman asked if the Sheriff's Department can trespass people causing problems at the Depot.

Commissioner Coleman stated that some measures need to be taken to address the homeless in the area.

Mayor Avery reported that the Beautification Committee has organized a clean-up day for May 16<sup>th</sup>, and requested that the City provide gloves and trash bags for the committee. The Board agreed.

Mayor Avery asked if animal control reports can be provided to the Board.

Commissioner Davis asked the status of getting tables and chairs for the Depot.

There were no other board member requests.

**K. PUBLIC COMMENTS**

Tara Traylor complained about the timeliness of receiving water bills, and about staff using physical stamps on the bills.

**L. ADJOURN**

Mayor Avery adjourned the meeting at 7:44 pm.

**Attest:**

\_\_\_\_\_  
**Brittany Mills, City Manager**

\_\_\_\_\_  
**Robbi Coarsey Avery, Mayor**

## SUWANNEE RIVER WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

FROM: Robbie McKinney, Hydrologic Program Manager, Office of Water Resources

THRU: Hugh Thomas, Executive Director

DATE: March 31, 2026

RE: March 2026 Hydrologic Conditions Report

#### RAINFALL

- Districtwide average rainfall for the month was 1.37", which was about 69 percent lower than the 1932-2025 average of 4.46" (Table 1, Figure 1). The 12-month period ending March 31 reflected a Districtwide rainfall deficit of 19.98", which was a large increase to the 15.37" deficit seen at the end of February. District counties ranged from just over 1" to 2.4" of rainfall on average, with parts of Jefferson, Madison, Alachua, Lafayette, Columbia, and Levy counties receiving more than 3 inches of rainfall (Figure 2).
- Overall, a 12-month rainfall deficit was present in all river basins, with each of the basins increasing significantly in deficit by the end of March (Figure 3). A small area in the southern Waccasassa Basin that had previously shown a surplus now has a deficit. Parts with deficits greater than 29" were also observed in 3 of the river basins. Each river basin also increased its 3-month rainfall deficit by the end of March (Figure 4). No surpluses were seen over the past 3 months, and each river basin had areas measuring anywhere from over 1" to more than 9" of deficit. Portions with greater than 9" of rainfall deficit can be seen in the Suwannee, Coastal, and Waccasassa basins.

#### SURFACE WATER

- **Rivers:** Most of the river gages in Figure 5 finished the month in the extremely low (<10<sup>th</sup> percentile) flow range, with only the Ichetucknee River showing below normal (10<sup>th</sup> – 25<sup>th</sup> percentile) flows. Both the Worthington Springs (Santa Fe River) and Pinetta (Withlacoochee River) gages set new long-term daily minimum flow records at certain points in time throughout March. Additionally, other river gages throughout the District and South Georgia saw much below normal flows both at the beginning and end of the month (Figure 6). The Fenholloway River near Perry was the only river gage to remain in the below normal category to begin and end March.
- **Lakes:** Water levels decreased at each of the monitored District lakes this month (Figure 7). Water levels at Governor Hill, Sneads Smokehouse, Waters Lake, and Lake Crosby were below the equipment sensor this month due to ongoing drought conditions. The median decrease in stage across measured lakes was about 0.2', and each of the monitored lakes ended March below their long-term averages.
- **Springs:** Flow measurements were made at 9 springs in March by the U.S. Geological Survey (USGS), District staff, and contractors. Flows at Fanning Springs ranged from normal to above normal throughout March (Figure 8). Madison Blue Springs, on the other hand, saw normal to below normal flows throughout the month (Figure 9).

## **GROUNDWATER**

Upper Floridan Aquifer (UFA) levels across the District ranged from normal (25<sup>th</sup> – 75<sup>th</sup> percentile) to extremely low (<10<sup>th</sup> percentile) levels this month (Figure 10). Nineteen of the monitored long-term District wells were listed in the extremely low category at the end of the month. Overall, groundwater levels decreased by a median of about 0.4' since the end of February and ended March with a Districtwide average around the 17<sup>th</sup> percentile.

Each of the 12 groundwater index wells was below long-term averages at the end of the month (Figure 11). Long-term District UFA well levels ended March in either the normal, low, or very low categories (Figure 12a). The monitored long-term wells with records that extend back to at least 1964 showed decreasing water levels this month relative to last month (Figure 12b).

## **CLIMATE AND DROUGHT OUTLOOK**

ENSO-neutral conditions are currently present and favored through April to June 2026 with an 80% chance. From May to July 2026, El Niño is favored to emerge with a 61% chance and will persist through at least the end of 2026.

The NOAA three-month seasonal outlook suggests above normal temperatures and above normal precipitation within the District from April through June 2026.

The U.S. Drought Monitor report released on Thursday, April 9<sup>th</sup> shows the majority of the District covered by Exceptional Drought (D4) with smaller areas of Extreme Drought (D3).

## **CONSERVATION**

A Phase II Water Shortage encouraging voluntary reductions in discretionary water use is currently in effect for the entire District. A Modified Phase II Water Shortage Order will be presented for consideration at the April 14, 2026, Suwannee River Water Management District Governing Board meeting. If approved, the Modified Phase II water shortage will include updated rules regarding landscape and other irrigation. Therefore, the District website (<http://www.mysuwanneeriver.com>) should be consulted for current guidance on water use while the water shortage is in effect.

## **ACKNOWLEDGMENTS**

The Hydrologic Conditions Report is a monthly combined effort between the Offices of Water Resources and Hydrologic Data Services data collection and review programs. Acknowledgment is made to the following staff for their contributions to the timely production of this report:

- Data Collection: Christian Holton, Matthew Jordan, Dylan Mock, Morgan Pearson, Kevin Posada, and Vince Robinson
- QA/QC and Reporting: Susie Hetrick, Robbie McKinney, Brandi Sistrunk, and Mitch Valerio
- Administrative Support/Document Preparation/IT: Paul Buchanan, Bo Cameron, Tyler Jordan, and Ashley Kirby.

*This report is compiled in compliance with Chapter 40B-21.211, Florida Administrative Code, using rainfall (gage-adjusted radar-derived estimates), groundwater (122 wells), surface water (35 stations), and general information such as drought indices and forecasts. Data are provisional and updated as revised data become available. Data are available at <http://www.mysuwanneeriver.com/507/Water-Data-Portal> or upon request.*

**Table 1:** Nexrad Monthly Rainfall Totals by County (inches)

County	March 2026	March Average*	Month % of Normal	Total Last 12 Months	Annual % of Normal*
Alachua	1.54	3.92	39%	32.24	61%
Baker	1.16	4.13	28%	30.92	59%
Bradford	1.20	3.85	31%	30.08	58%
Columbia	1.32	4.32	31%	32.83	62%
Dixie	1.08	4.21	26%	36.46	63%
Gilchrist	1.32	4.10	32%	32.39	59%
Hamilton	1.14	4.66	25%	33.54	64%
Jefferson	2.37	5.18	46%	30.79	55%
Lafayette	1.62	4.39	37%	36.88	67%
Levy	1.24	3.98	31%	41.83	74%
Madison	1.69	4.95	34%	31.79	59%
Suwannee	1.28	4.60	28%	33.41	63%
Taylor	1.19	4.60	26%	36.89	65%
Union	1.53	4.05	38%	31.46	60%

\*Based on PRISM LT81 monthly rainfall averages by county (1927-2024)

March 2026 District Average	1.37
March Long-Term Average (1932-2025)	4.46
Historical 12-month Average (1932-2025)	54.64
Past 12-Month Total	34.66
12-Month Rainfall <b>Surplus/Deficit</b>	<b>-19.98</b>

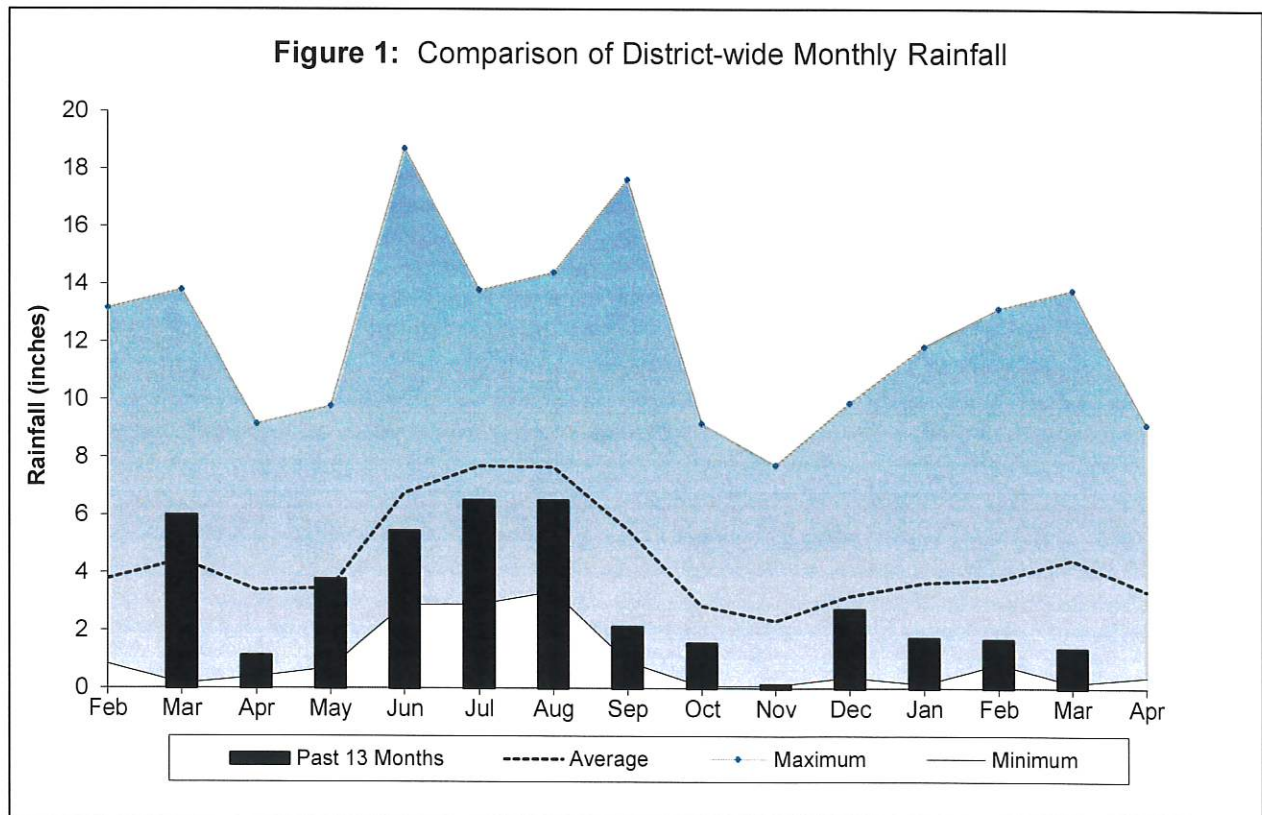
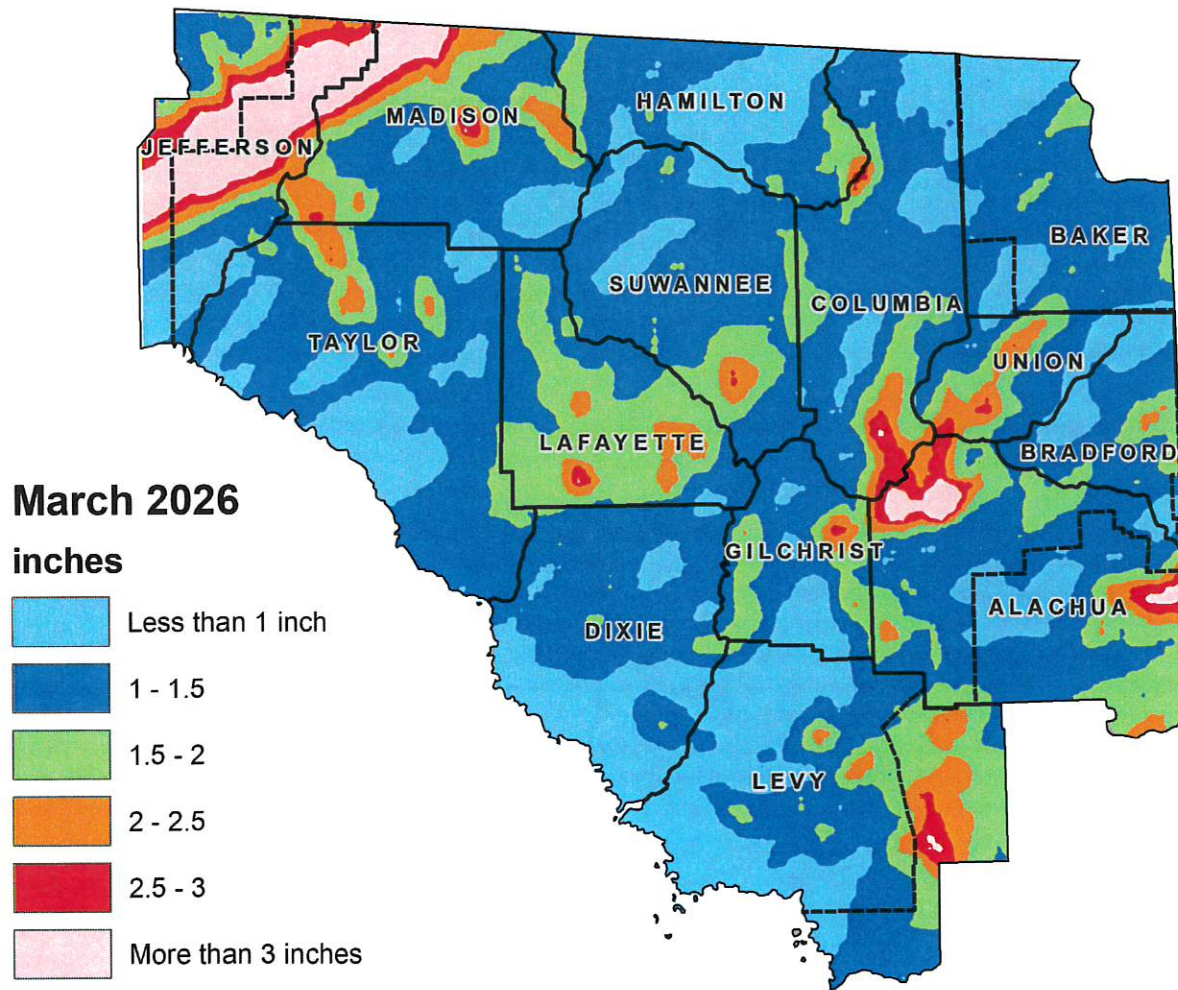
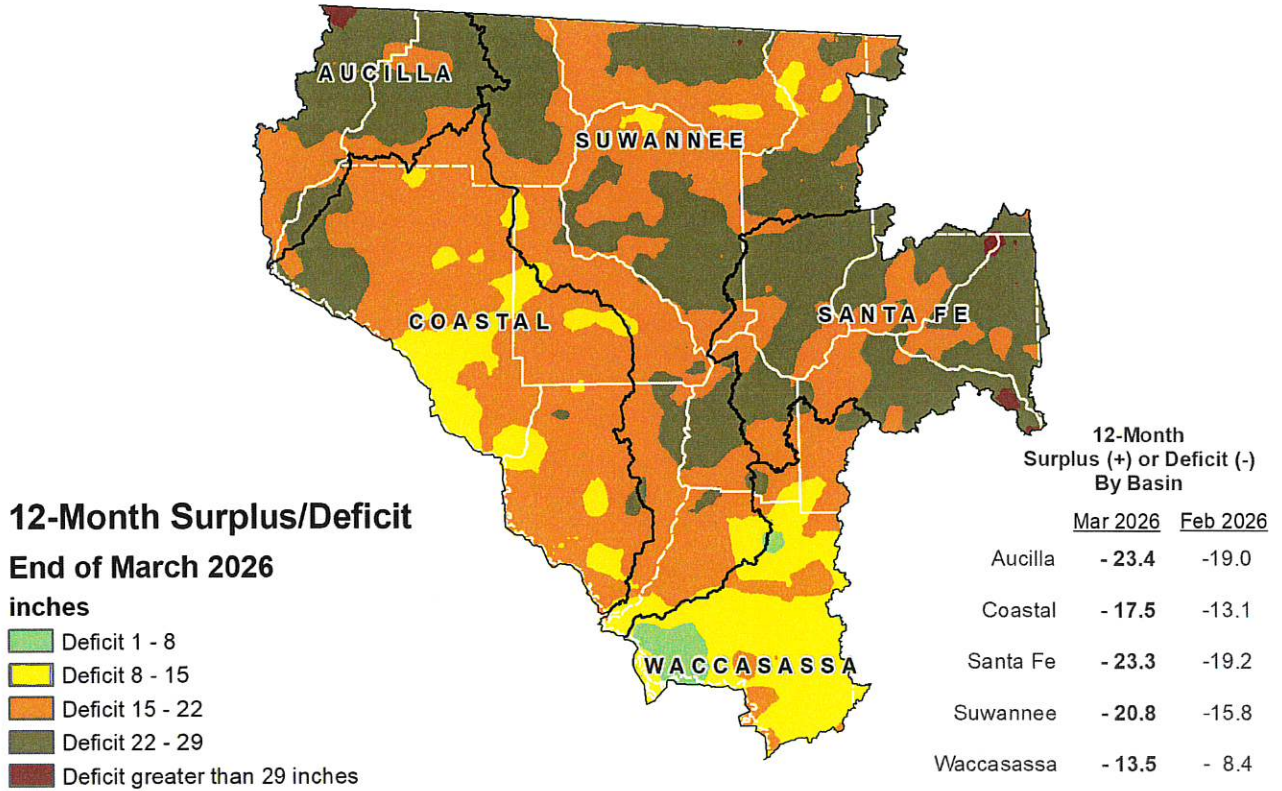


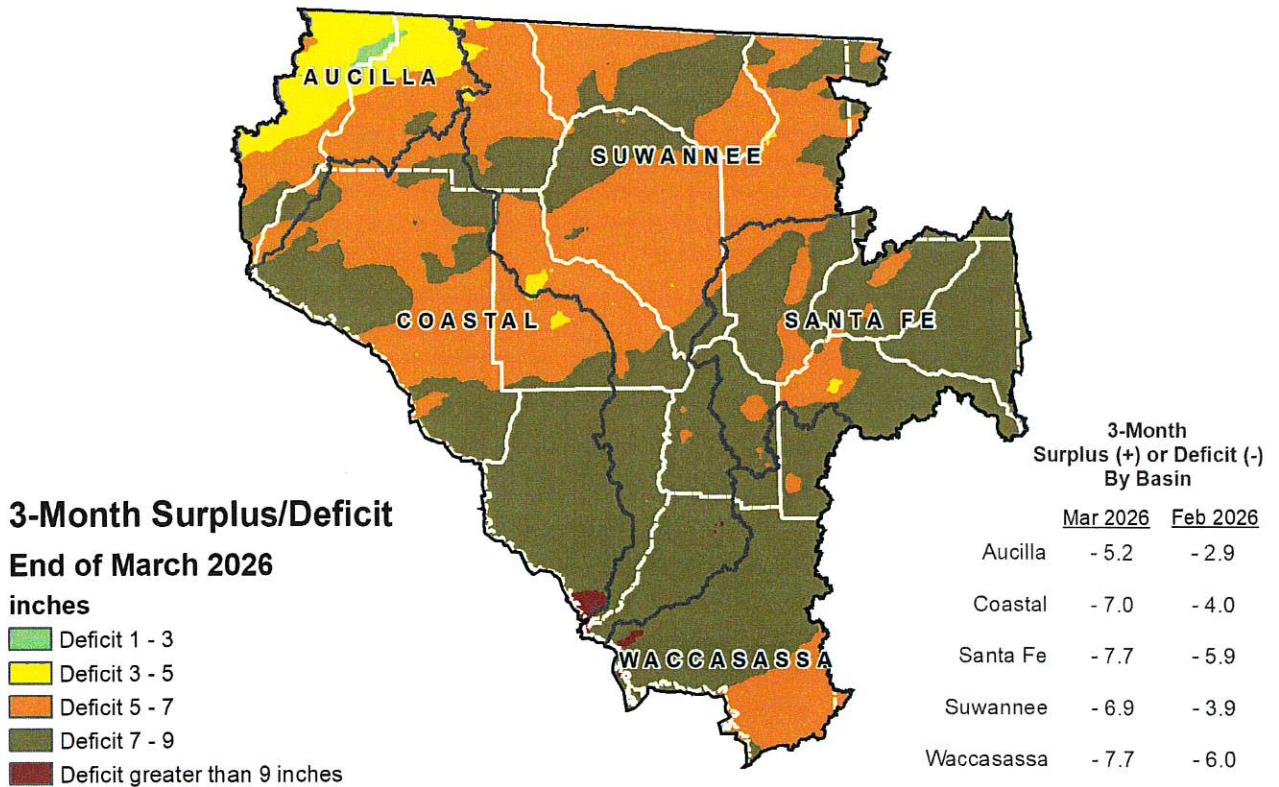
Figure 2: March 2026 SRWMD Gage-adjusted Radar Rainfall



**Figure 3: 12 - Month Rainfall Surplus/Deficit by River Basin through March 31, 2026**

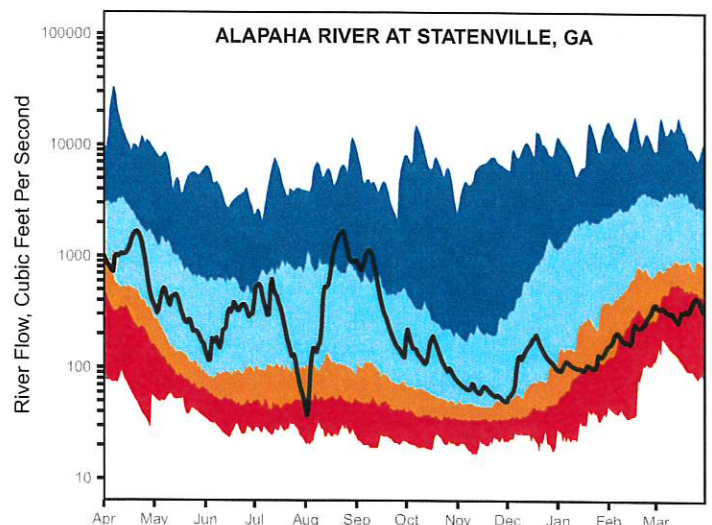
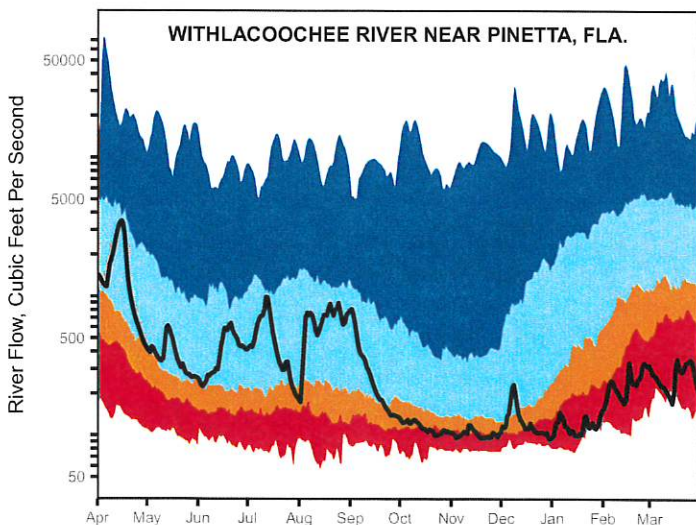
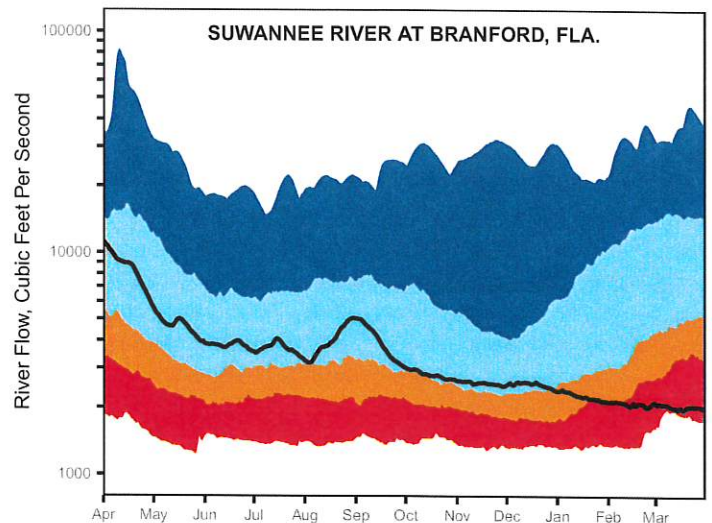
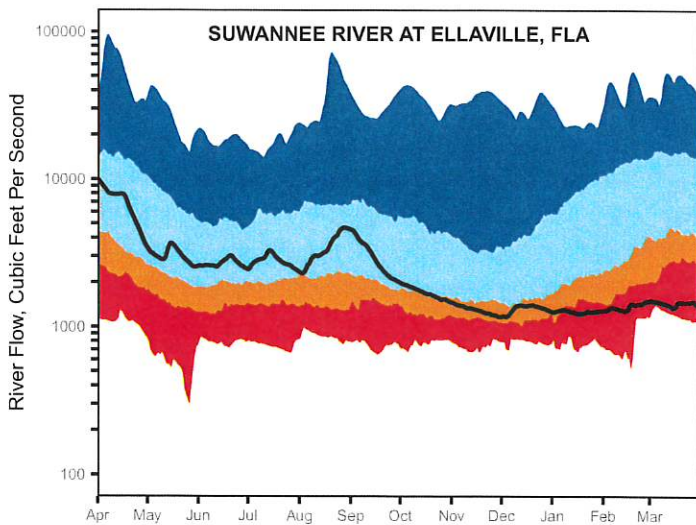
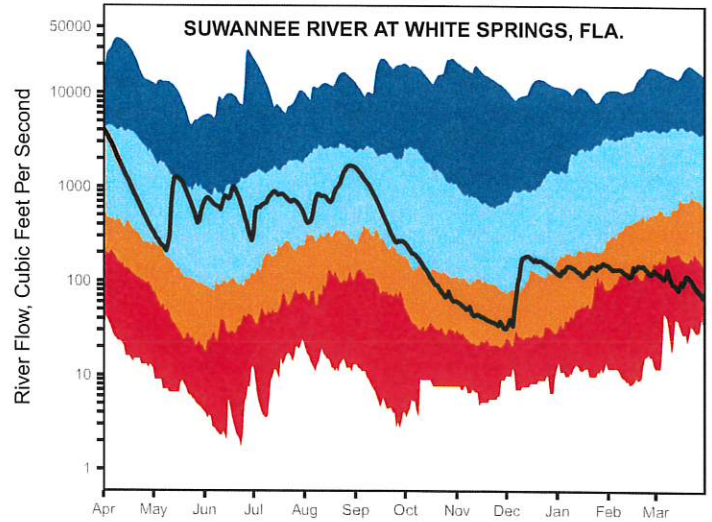
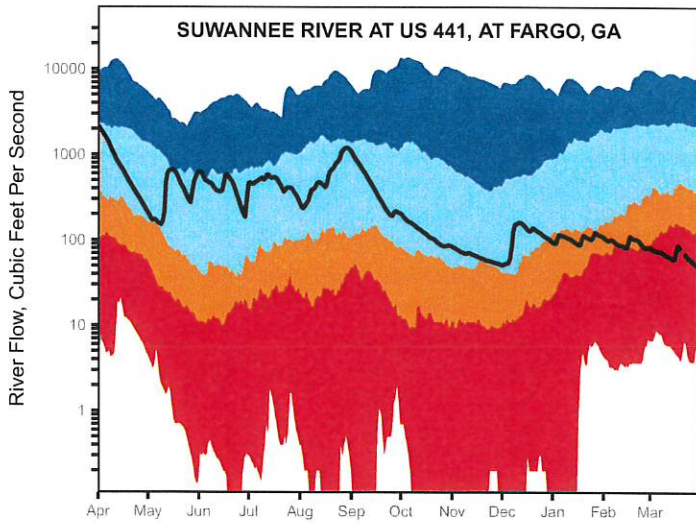
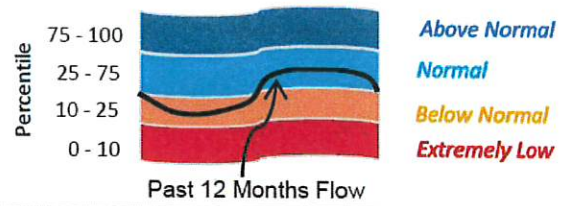


**Figure 4: 3 - Month Rainfall Surplus/Deficit by River Basin through March 31, 2026**



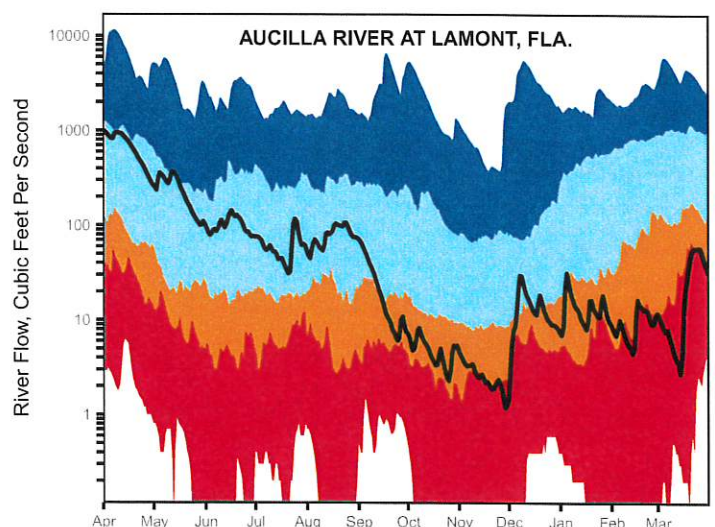
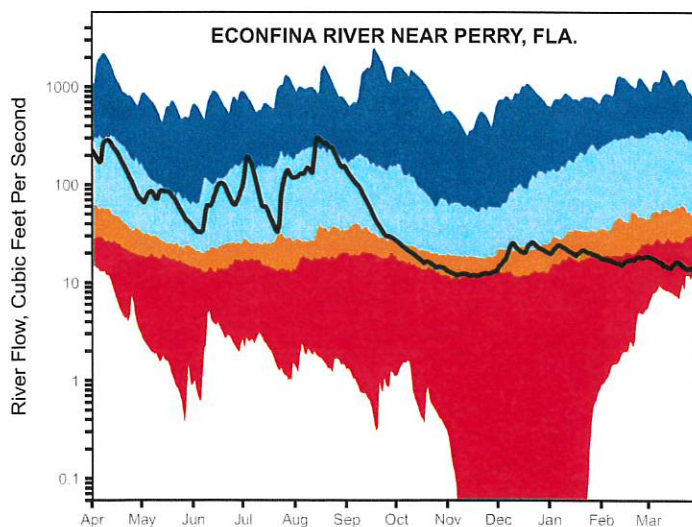
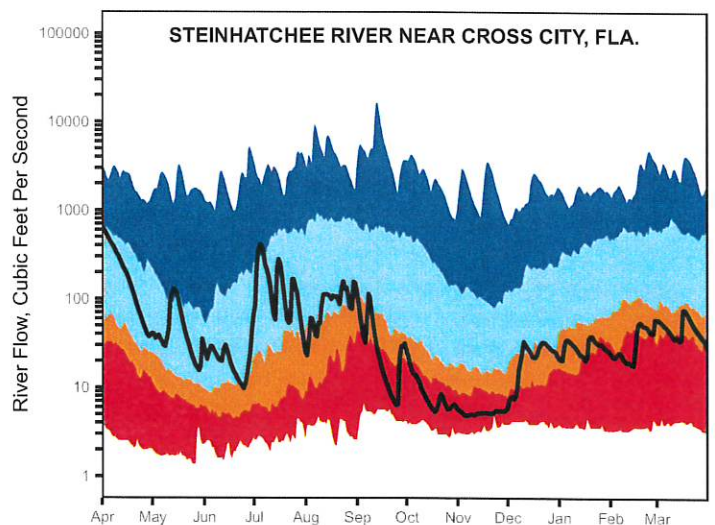
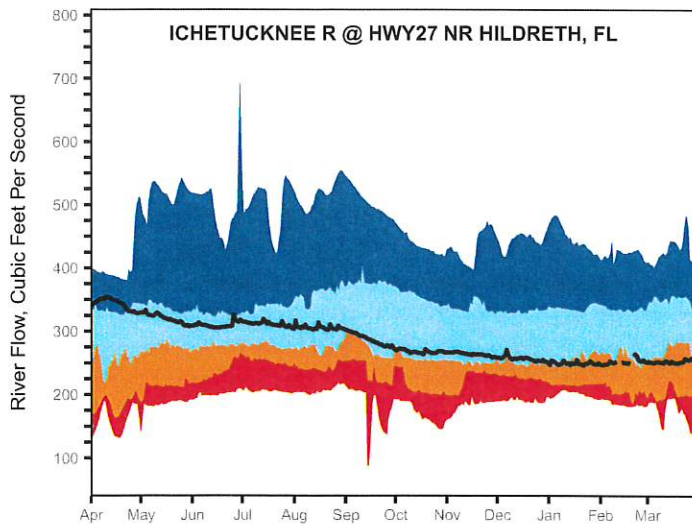
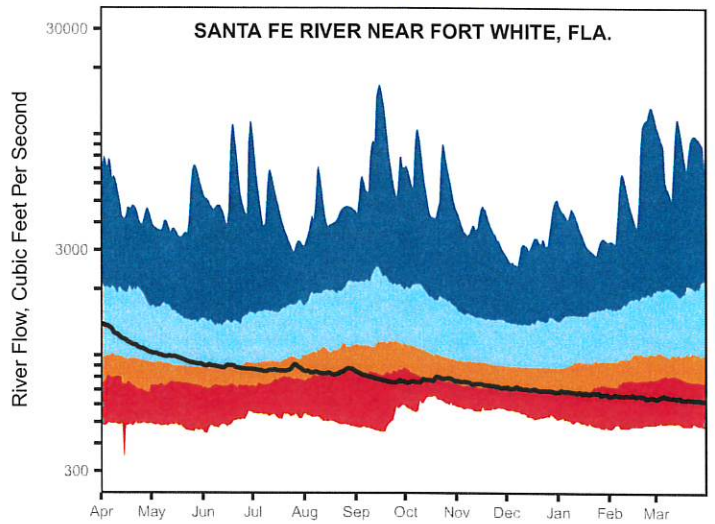
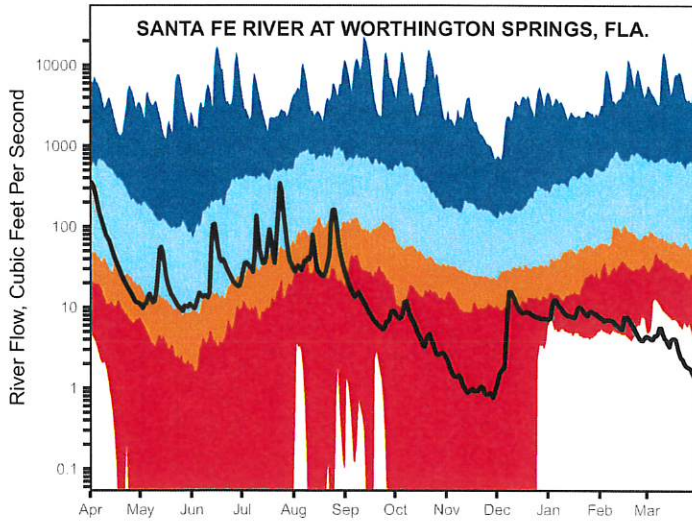
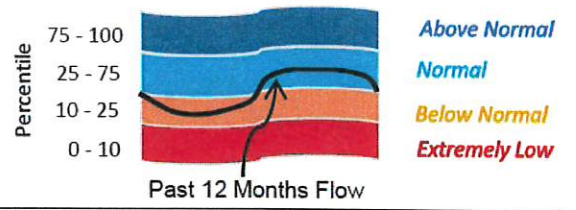
# Figure 5: Daily River Flow Statistics

April 1, 2025 through March 31, 2026



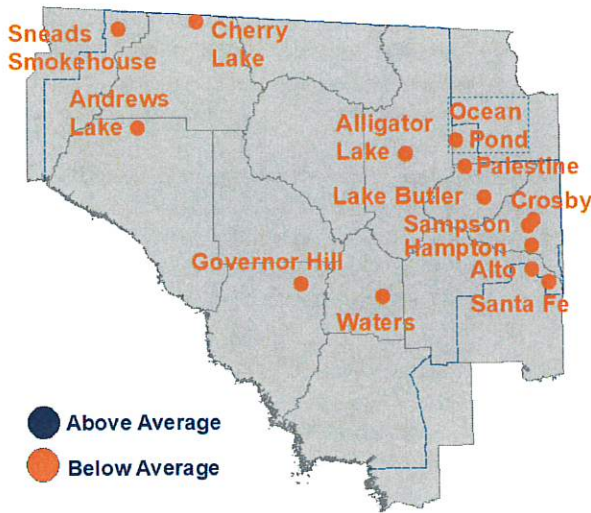
# Figure 5, cont.: Daily River Flow Statistics

April 1, 2025 through March 31, 2026





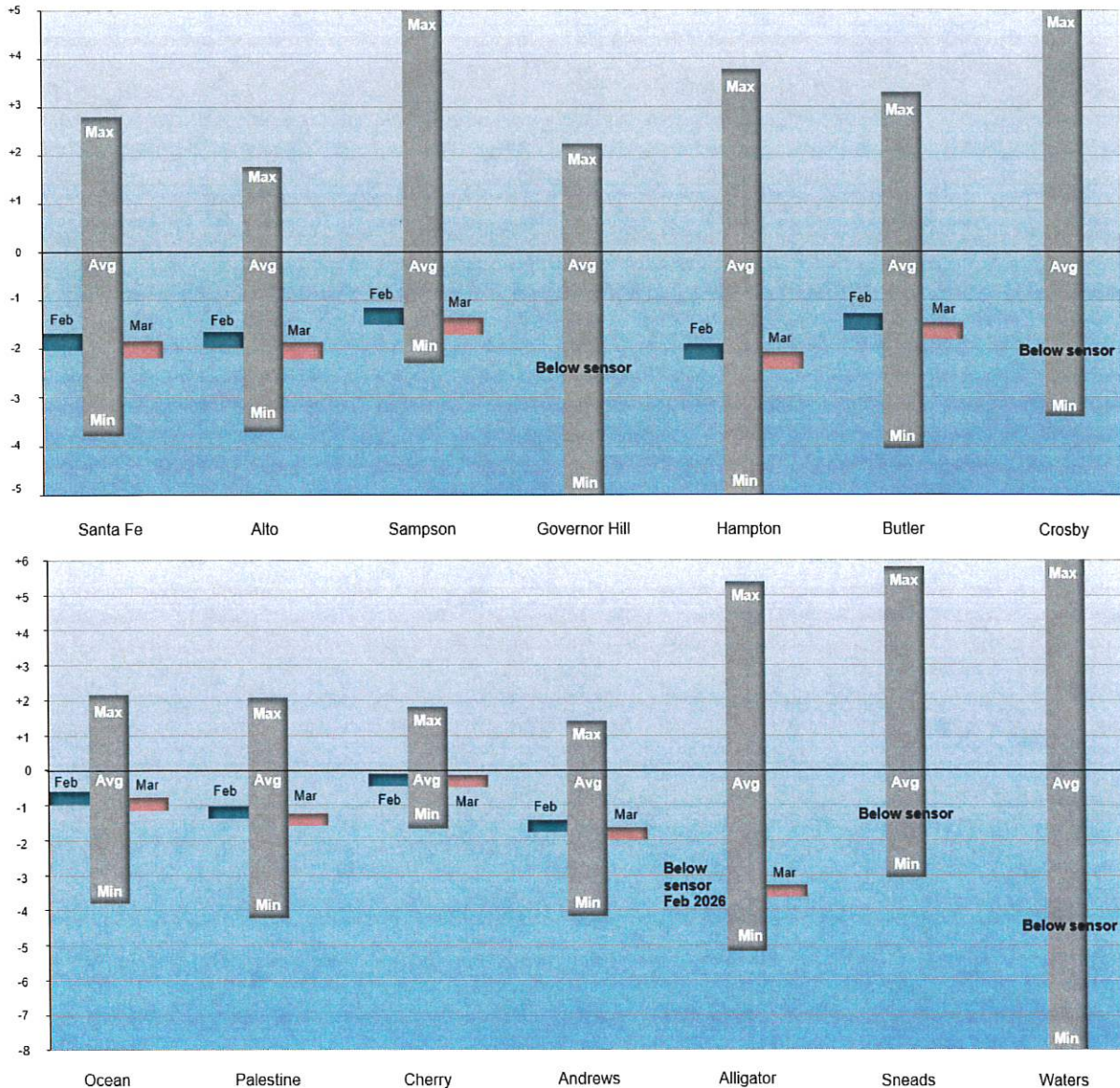
**Figure 7: March 2026 Lake Levels**



SRWMD lakes react differently to climatic changes depending on their location in the landscape. Some lakes, in particular in the eastern part of the District, are embedded in a surficial or intermediate aquifer over relatively impermeable clay deposits. These lakes rise and fall according to local rainfall and surface runoff. They retain water during severe droughts since most losses occur from evaporation. Other lakes, such as Governor Hill and Waters Lake, have porous or “leaky” bottoms that interact with the Floridan aquifer. These lakes depend on groundwater levels to stay high. If aquifer levels are low, these lakes go dry even if rainfall is normal.

The District currently monitors 14 lakes on a long-term basis; much of the data was originally provided by volunteer observers. Monitoring records began in the 1970s, except for Lakes Butler, Sampson, and Santa Fe, which started in 1957.

Feet Above or Below Historic Average



**Figure 8:** Flow Over the Past 12 Months, Fanning Springs (cubic feet per second)

Note: This graph is based on provisional data that are subject to revision

Period 12 Month 04/01/2025 to 04/01/2026

2025-26

Percentile statistics are calculated using data from 10/01/1930 to 09/30/2024

Fanning\_spg

■ Max-Q75

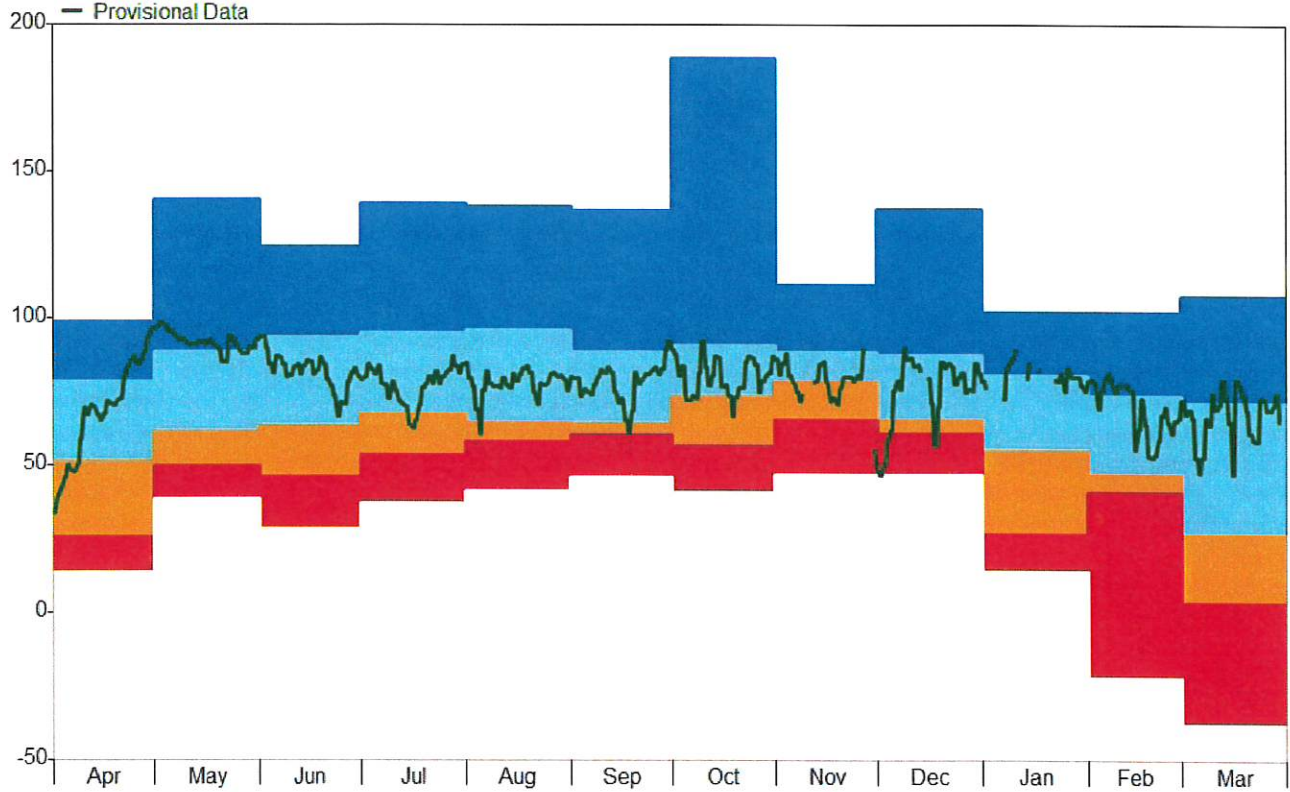
■ Q75-Q25

■ Q25-Q10

■ Q10-Min

— Archived Data

— Provisional Data



**Figure 9: Flow Over the Past 12 Months, Madison Blue Springs (cubic feet per second)**

Note: This graph is based on provisional data that are subject to revision

Period 12 Month 04/01/2025 to 04/01/2026

Percentile statistics are calculated using data from 03/01/1932 to 09/30/2024

2025-26

Madison\_Blue\_Spg

■ Max-Q75

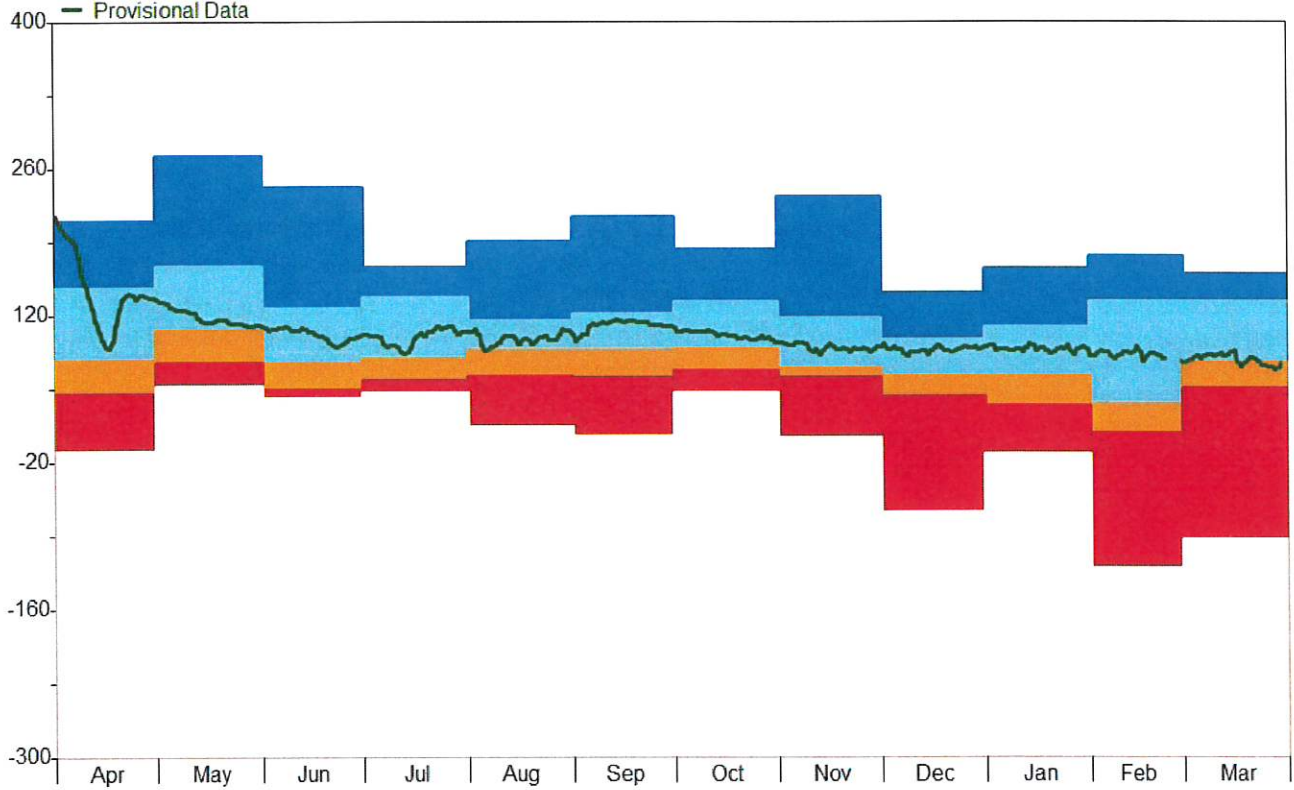
■ Q75-Q25

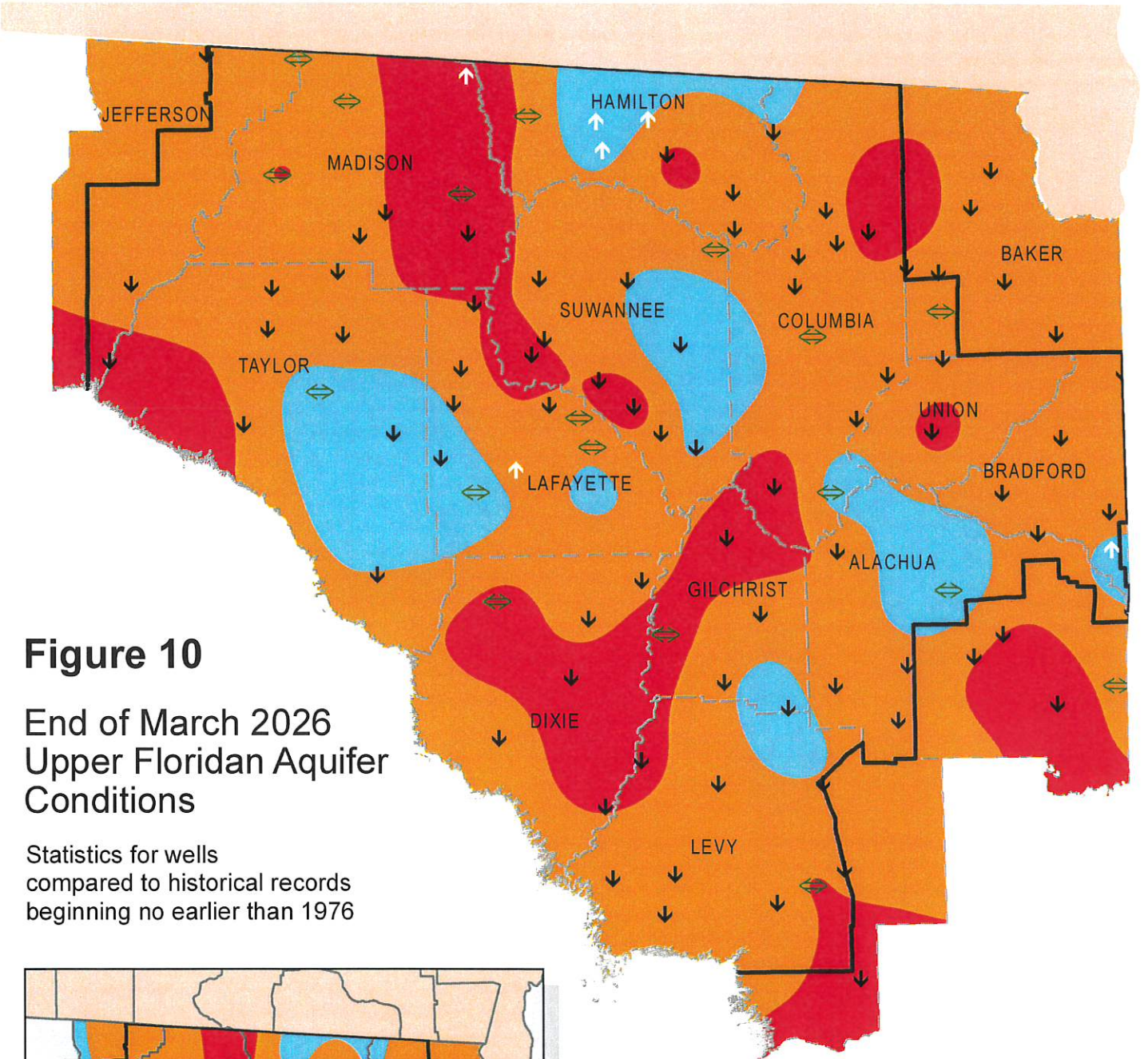
■ Q25-Q10

■ Q10-Min

— Archived Data

— Provisional Data

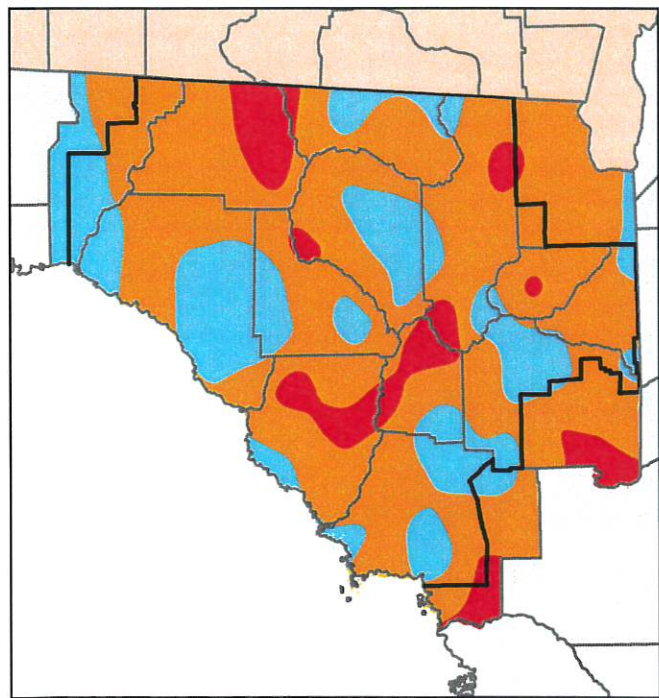




**Figure 10**










**End of March 2026  
Upper Floridan Aquifer  
Conditions**

Statistics for wells  
compared to historical records  
beginning no earlier than 1976



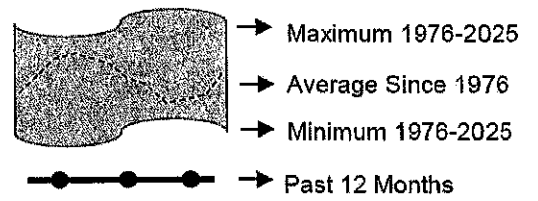
Inset: February Groundwater Percentiles

*Additional wells courtesy of SJRWMD, SWFWMD and USGS*

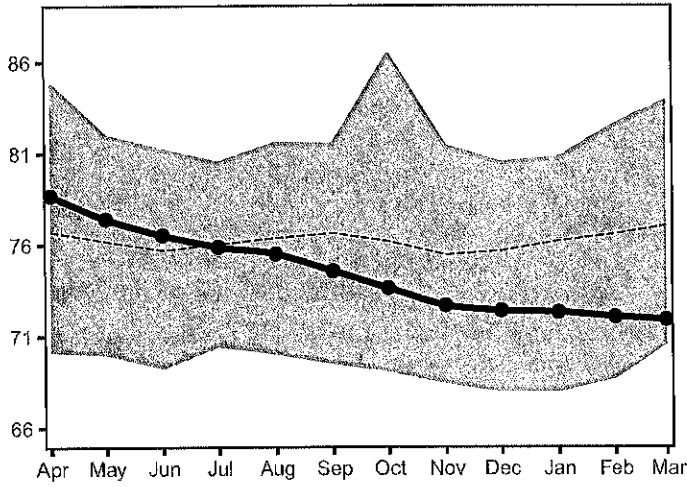
-  Extremely High  
(Greater than 90th Percentile)
-  High  
(75th to 90th Percentile)
-  Normal  
(25th to 75th Percentile)
-  Low  
(10th to 25th Percentile)
-  Extremely Low  
(Less than 10th Percentile)
-   Increase/decrease in level since last month
-  Increase/decrease since last month  
less than one percent of historic range
-  District Boundary

# Figure 11: Monthly Groundwater Statistics

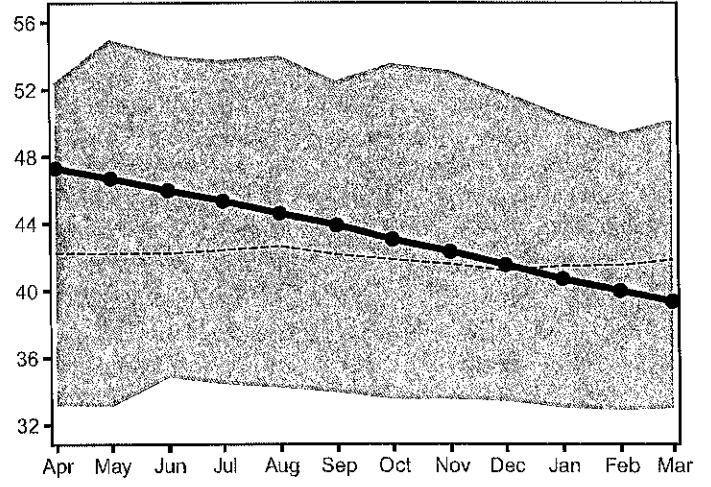
Levels April 2025 through March 2026  
 Period of Record Beginning 1976



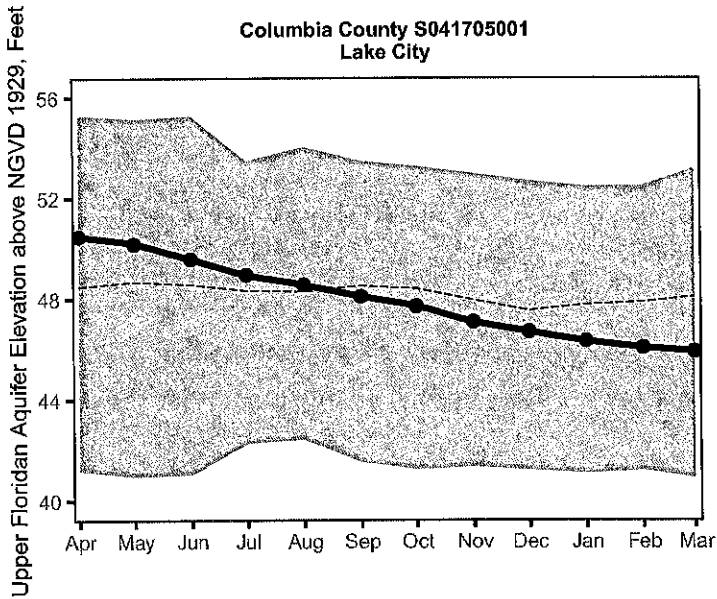
**Madison County N010732003**  
at Greenville



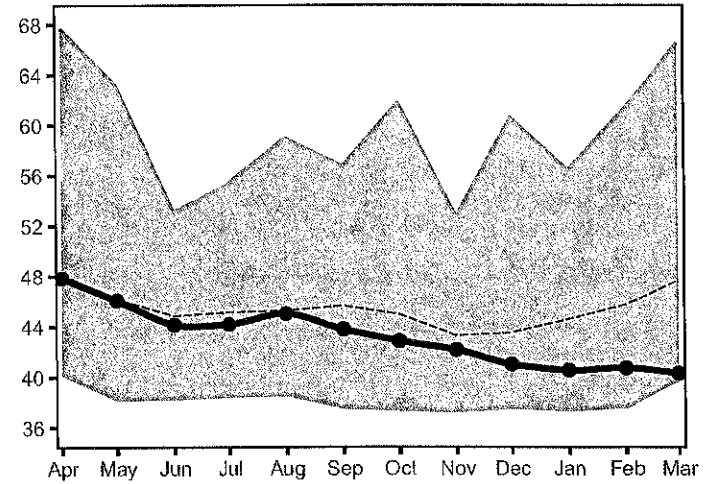
**Suwannee County S021335001**  
near Live Oak



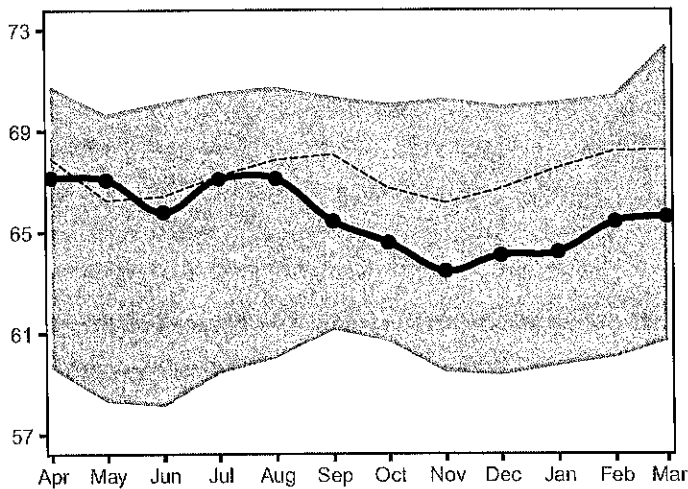
**Columbia County S041705001**  
Lake City



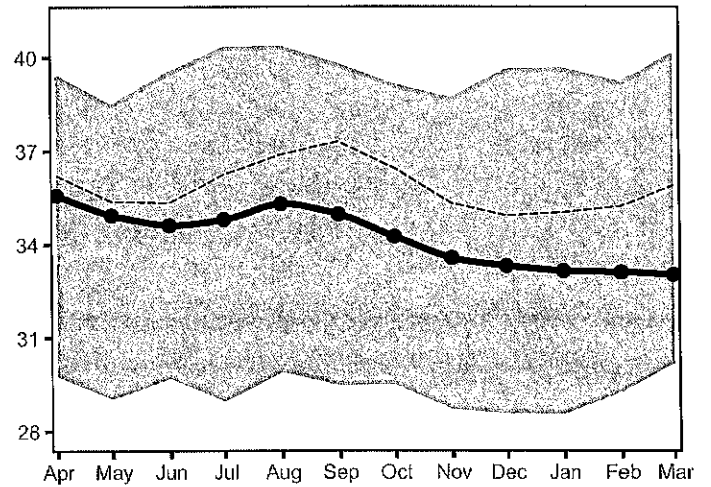
**Hamilton County N011422007**  
near Jasper



**Lafayette County S061114001**  
near Mayo

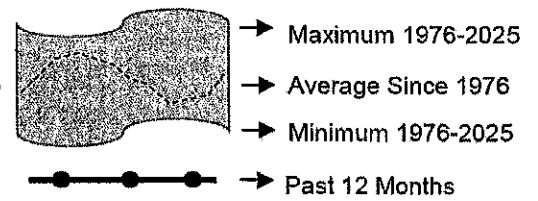


**Taylor County S040736005**  
Perry

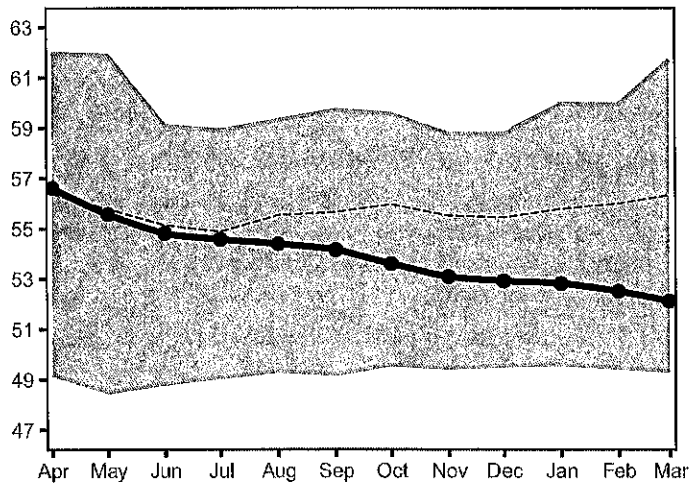


# Figure 11, cont.: Monthly Groundwater Statistics

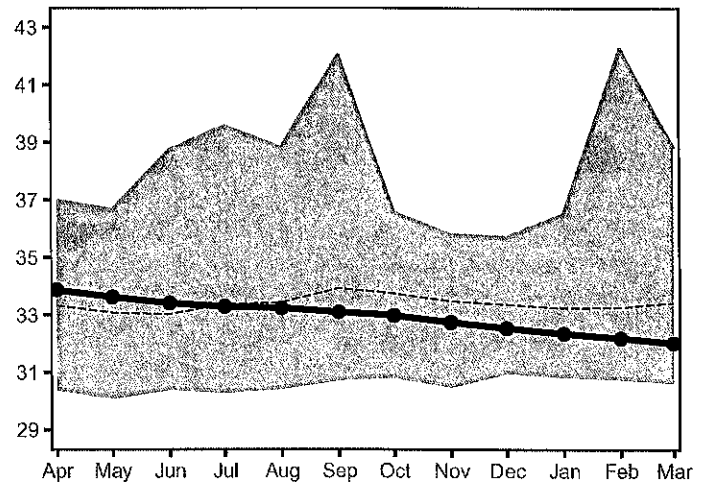
Levels April 2025 through March 2026  
 Period of Record Beginning 1976



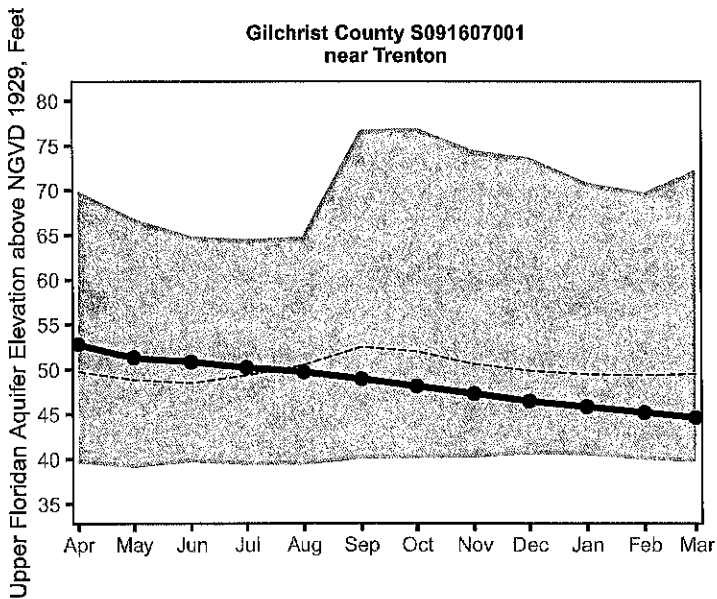
**Union County S051933001**  
 near Lake Butler



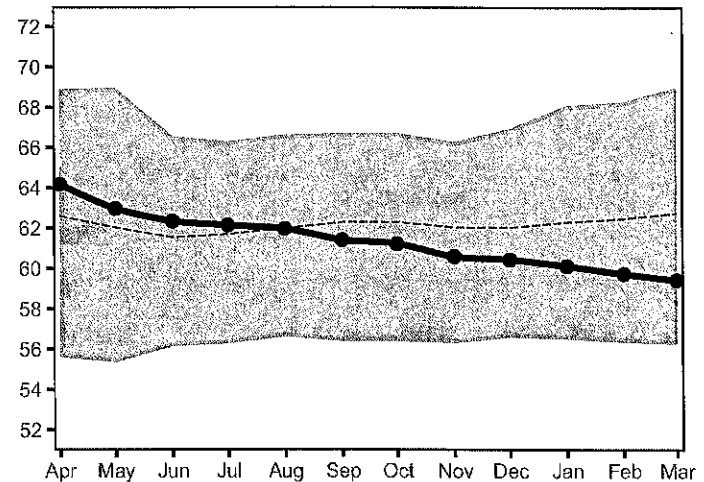
**Alachua County S081703001**  
 at High Springs



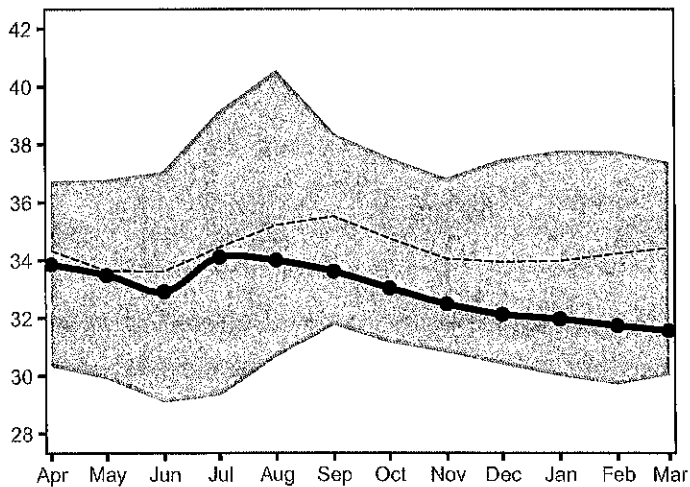
**Gilchrist County S091607001**  
 near Trenton



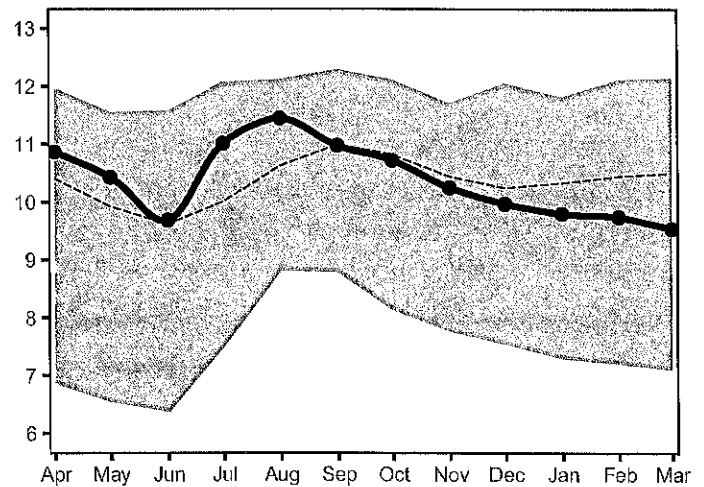
**Bradford County S072132001**  
 near Graham

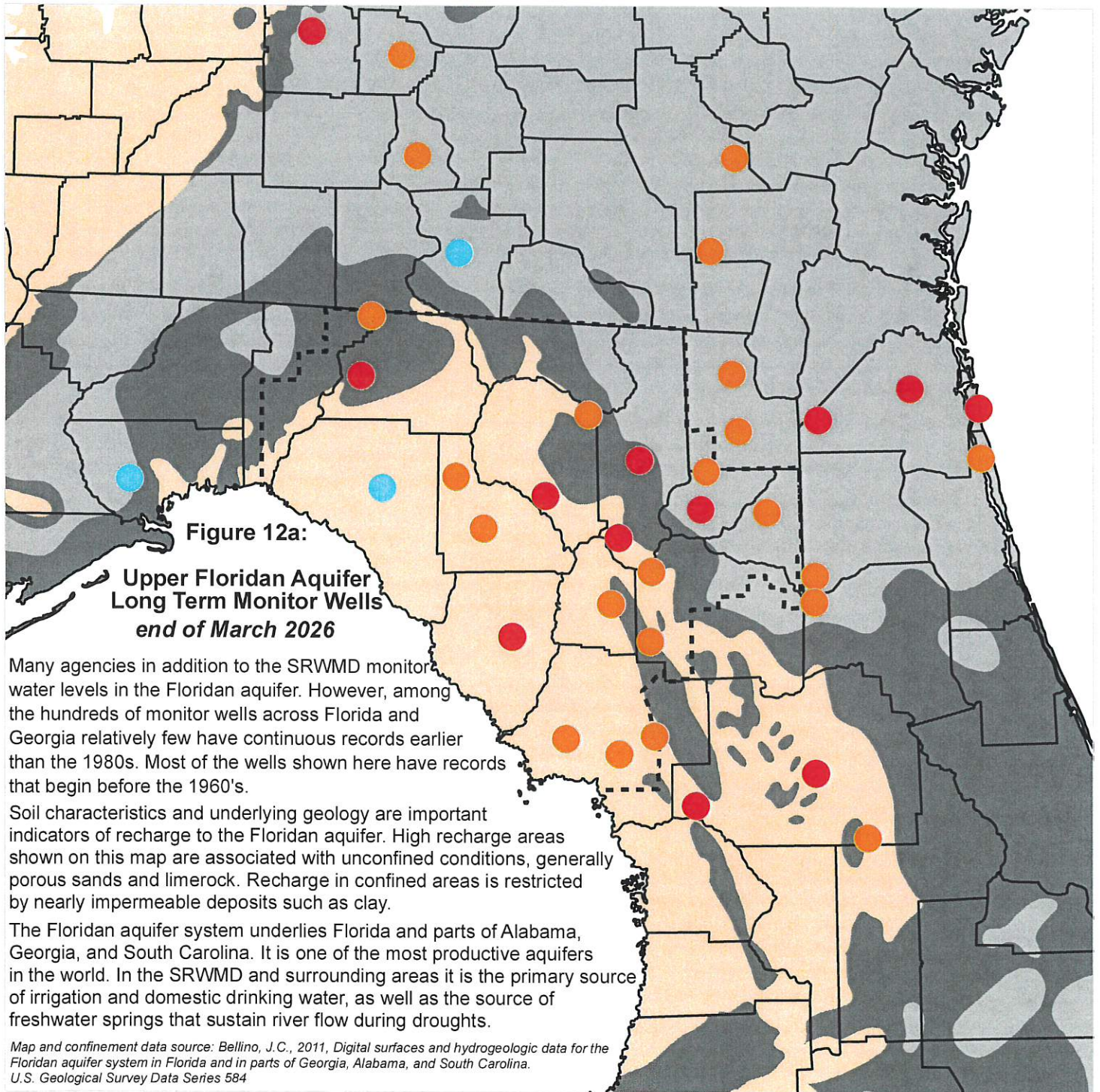


**Dixie County S101210001**  
 at Cross City







**Levy County S141429001**  
 near Cedar Key





**Occurrence of Confined and Unconfined Conditions in the Upper Floridan Aquifer**

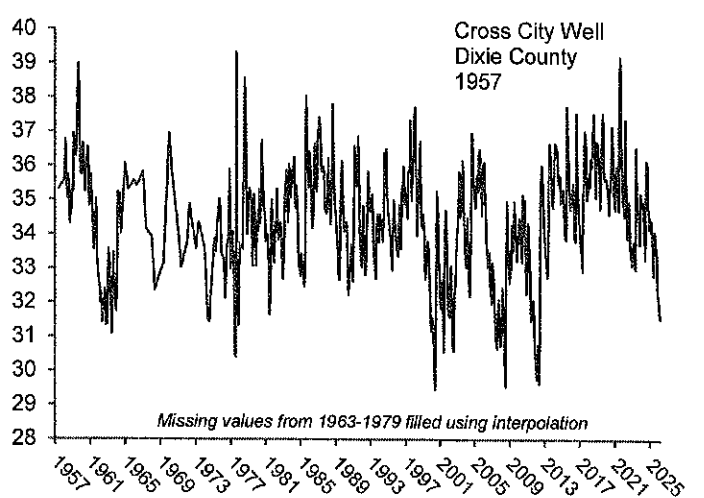
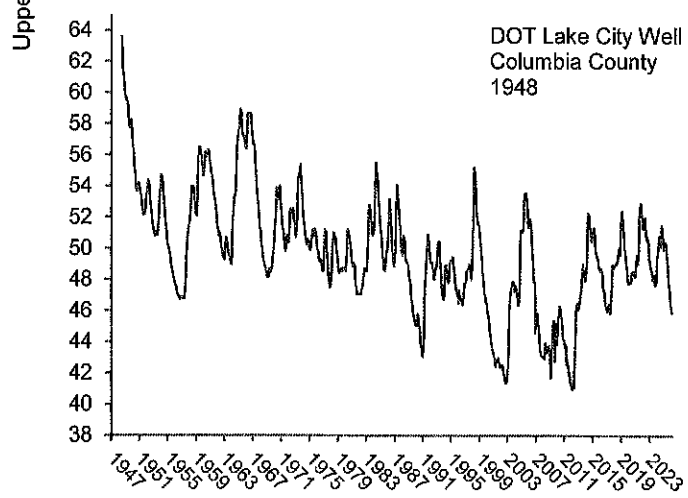
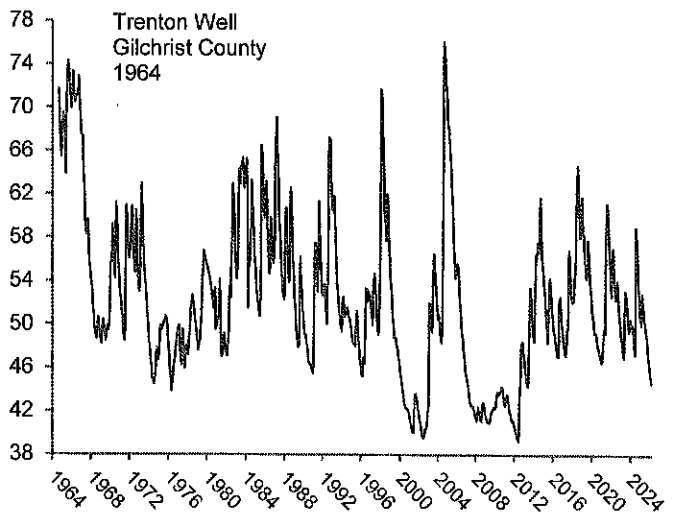
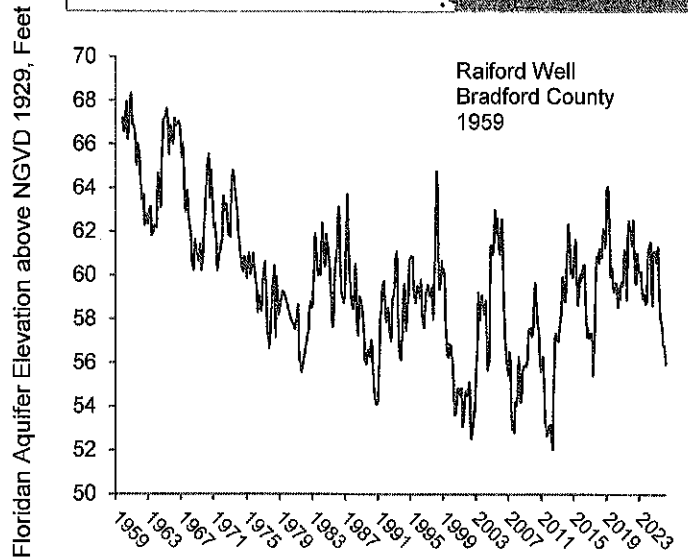
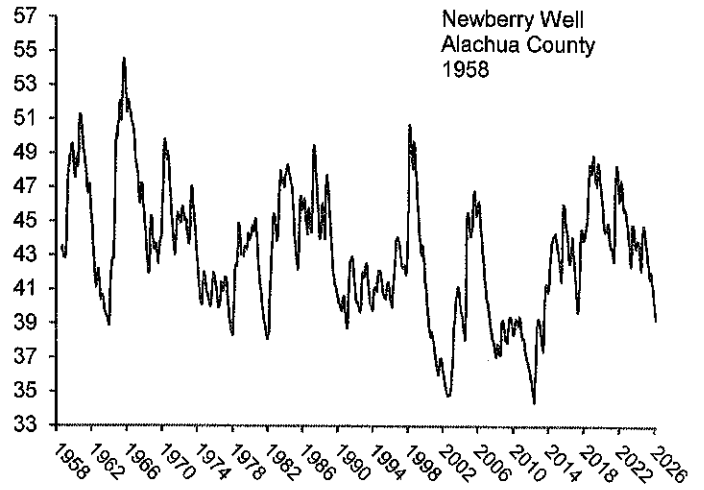
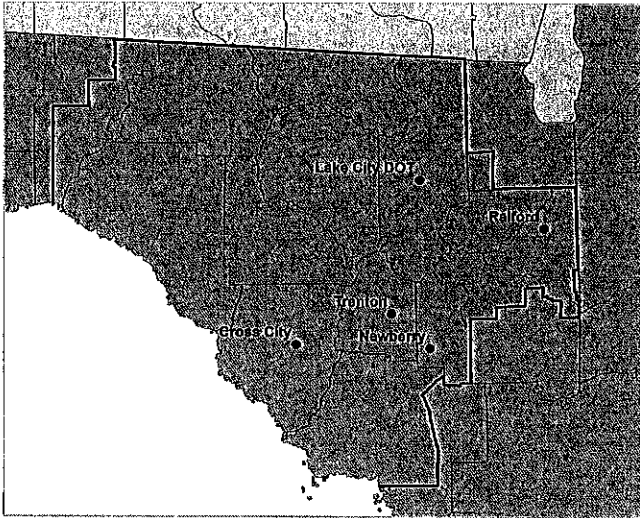
-  Confined: Upper confining unit is generally greater than 100 feet thick and unbreached. Recharge is low.
-  Semi-confined: Upper confining unit is generally less than 100 feet thick, breached, or both. Recharge is moderate.
-  Unconfined: Upper confining unit is absent or very thin. Recharge is high.
-  SRWMD Boundary

**Percentile of Most Recent Water Level Relative to Entire Record**

-  Very High (Greater than 90th Percentile)
-  High (75th to 90th Percentile)
-  Normal (25th to 75th Percentile)
-  Low (10th to 25th Percentile)
-  Very Low (Less than 10th Percentile)
-  Data Not Available

**Figure 12b: Regional Long Term Upper Floridan Aquifer Levels**

Data through March 2026



**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 Trenton Adaptation Plan Agreement Number: 26PLN21

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

Grantee Name: City of Trenton Entity Type: Local Government  
Grantee Address: 500 North Main Street, Trenton, Florida 32693 FEID: 59-6002734  
(Grantee)

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

4. Project Number: \_\_\_\_\_ Project Location(s): Gilchrist County, Florida  
(If different from Agreement Number)

Project Description: The project will complete an 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):
\$50,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 25-26 GAA Line Item #1659	\$ 50,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 50,000.00

<p>6. Department's Grant Manager Name: <u>Charles Neuhauser</u> or successor Address: <u>Resilient Florida Program</u> <u>3900 Commonwealth Boulevard, MS230</u> <u>Tallahassee, Florida 32399</u> Phone: <u>850-245-2138</u> Email: <u>Charles.Neuhauser@FloridaDEP.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Brittany Mills</u> or successor Address: <u>City of Trenton</u> <u>500 North Main Street</u> <u>Trenton, Florida 32693</u> Phone: <u>352-463-4000</u> Email: <u>Bmills@Trentonflorida.org</u></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input checked="" type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> 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 Trenton

**GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

Brittany Mills, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

**DEPARTMENT**

By

Secretary or Designee

Date Signed

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

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager,

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DEP QC Reviewer,

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Grantee may add additional signatures below, if needed.

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**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

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:

- 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.

- 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.

- 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.

- 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.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN21**

**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 Trenton 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 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>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	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

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**

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN21**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Trenton Adaptation Plan

**PROJECT LOCATION:** The Project is located in the City of Trenton within Gilchrist County, Florida.

**PROJECT DESCRIPTION:**

The City of Trenton (Grantee) will complete the City of Trenton Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will also include public outreach and stakeholder engagement.

**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.

**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.

**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.

- **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 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](mailto: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.

**ADVANCE PAYMENT:** For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

**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	\$20,000	\$0	\$20,000	7/1/2025	6/30/2027
2	Community Prioritization of Adaptation Needs	Contractual Services	\$5,000	\$0	\$5,000	7/1/2025	9/30/2027
3	Final Adaptation Plan	Contractual Services	\$20,000	\$0	\$20,000	7/1/2025	3/31/2028

4	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$5,000	\$0	\$5,000	7/1/2025	3/31/2028
<b>Total:</b>			<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>		

**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](mailto: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>.

## **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](mailto: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](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

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

**PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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*

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

*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:*

<b>Federal Program A</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.	
<b>Federal Program B</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 <sup>1</sup>	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	\$50,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$50,000.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/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.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> 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](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to [ResilientFloridaGrants@FloridaDEP.gov](mailto: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](mailto: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>

# DEPARTMENT OF ENVIRONMENTAL PROTECTION

## Advance Payment Terms

### Exhibit E

#### 1. Advance Payments.

- a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum

EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: Contract Manager Name  
FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting  
DATE: MM/DD/YYYY  
SUBJECT: Advanced Funds for:  
Agreement No.  
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

Interest Due to DEP: Yes  No   
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of MM/DD/YY: \_\_\_\_\_ Final Report:  Yes or  No  
Project % of Completion as of MM/DD/YY: \_\_\_\_\_ Estimated Project Completion Date: \_\_\_\_\_  
Initial advanced funds disbursed MM/DD/YY Cumulative amount of advanced funds \$ \_\_\_\_\_  
1 Advanced funds principal expended by contractor covering period of MM/DD/YY to MM/DD/YY \$ \_\_\_\_\_  
2 Advanced funds principal returned by contractor covering period of MM/DD/YY to MM/DD/YY \$ \_\_\_\_\_  
3 Advanced funds principal balance available on hand \$ \_\_\_\_\_  
4 Interest earned on advanced funds covering period of MM/DD/YY to MM/DD/YY \$ \_\_\_\_\_  
5 Amount of interest paid to DEP as of MM/DD/YY \$ \_\_\_\_\_  
6 Interest balance due to DEP as of MM/DD/YY \$ \_\_\_\_\_

**Project Management Certification:**  
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

\_\_\_\_\_  
DEP Grant Manager Printed Name Advanced Funds Recipient Printed Name  
\_\_\_\_\_  
DEP Grant Manager Signature Date Advanced Funds Recipient Signature Date

**DEP USE ONLY**  
Project Management Verification (please explain): \_\_\_\_\_

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.

Memorandum

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

**EXHIBIT F**  
**DEP AGREEMENT NO. 26PLN21**

**CITY OF TRENTON ADAPTATION PLAN**  
**City of Trenton**

**Final Project Report**



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: 26PLN21

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

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

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

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

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

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

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

**I have read and understand the terms of this release.**

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

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

**Exhibit H**

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

DEP Agreement Number:

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.

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

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

Printed Name:

Title:

Signature:

Date:

**RESOLUTION NO. 2026- 04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF TRENTON, FLORIDA; AUTHORIZING THE CITY TO BORROW FUNDS FROM SEACOAST NATIONAL BANK IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$2,800,000 FOR CITY STREET REPAVING, AS PREVIOUSLY AUTHORIZED BY THE BOARD OF COMMISSIONERS; AWARDING THE NOTE TO SEACOAST NATIONAL BANK BY NEGOTIATED SALE; APPROVING A LOAN AGREEMENT BETWEEN THE CITY AND SEACOAST NATIONAL BANK; DESIGNATING THE NOTE AS A "BANK QUALIFIED OBLIGATION" UNDER SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 10, 2025, the Board of Commissioners of the City of Trenton, Florida (the "Board") determined to undertake a city-wide street repaving program (the "Project"); and

**WHEREAS**, on January 12, 2026, the Board determined to finance the costs of the Project by taking out a loan for not to exceed \$2,800,000 from Seacoast National Bank (the "Lender") in substantial accordance with a proposal from Seacoast National Bank dated December 23, 2025; and

**WHEREAS**, the Board desires, by the adoption of this Resolution, to meet the legal requirements of Florida law and of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Board finds that this Resolution serves a public purpose and is in the best interests of the City of Trenton (the "City").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TRENTON, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein. is Resolution is adopted pursuant to the provisions of Part II of Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

Section 2. Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" means Part II of Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

"Board Member" means a member of the Board of Commissioners.

"City" means the City of Trenton, a Florida municipal corporation.

“City Manager” means the City Manager or his or her designee.

“Clerk” means the Clerk, Acting Clerk or any Deputy Clerk of the City.

“Lender” means Seacoast National Bank, and its successors and assigns.

“Loan Agreement” means the Loan Agreement between the City and the Lender authorized by Section 4 hereof.

“Mayor” means the Mayor or Vice Mayor of the City.

“Note” means the City’s Public Improvement Revenue Note, Series 2026, authorized by Section 3 hereof.

“Project” means City’s city-wide street repaving program.

“Resolution” means this Resolution authorizing the issuance of the Note, including any resolution or resolutions supplemental hereto.

“State” means the State of Florida.

Section 3. Security for the Note. The principal of and interest on the Note shall be payable from and secured by a covenant to budget and appropriate, from the City’s legally available non-ad valorem revenues, amounts sufficient to pay the principal of and interest on the Note when due. The Note shall not be a general obligation of the City, and shall not be secured by a pledge of or lien on the City’s ad valorem taxing power.

Section 4. Authorization and Award of Note. Subject and pursuant to the provisions of this Resolution and the Loan Agreement, an obligation of the City is hereby authorized to be issued in the principal amount not to exceed \$2,800,000 for the purpose of providing funds, together with other available funds of the City, to pay the costs of the Project and pay closing costs. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an award of the Note by negotiated sale, it is in the best interest of the City to award the Note to the Lender by negotiated sale in substantial accordance with the Lender's proposal to the City dated December 23, 2025, which proposal is attached hereto as Exhibit “A” (the “Term Sheet”); provided, however, that the provisions of this Resolution and the Loan Agreement shall control to the extent of any conflict with the Term Sheet.

Provided, that the Note will be issued on a draw down basis, the interest rate on the Note shall not exceed 4.37% (subject to adjustment upon the occurrence of certain events as provided in the Note) and the final maturity date of the Note shall be not later than twenty (20) years from its date of issuance, all as more particularly provided in the Note and Loan Agreement.

Prior to the issuance of the Note the City shall receive from the Lender a disclosure statement containing the information required by Section 218.385, Florida Statutes. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the City and the Lender, and shall have such other terms and provisions, including the interest rate and maturity date, as stated in the form of Note attached hereto as Exhibit “B.” The Note is to be in substantially

the form set forth on Exhibit “B” hereto, together with such changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the City with the manual signature of the Mayor, and the Mayor is hereby authorized to execute the Note on behalf of the City. The seal of the City shall be impressed or stamped thereon.

Section 5. Loan Agreement. Notwithstanding any other provision hereof, the Note shall not be issued nor shall the City be obligated to issue the same nor shall the Lender be obligated to purchase the same, unless and until the City and the Lender shall execute a Loan Agreement in substantially the form attached hereto as Exhibit “C” (the “Loan Agreement”). The form of the Loan Agreement is hereby approved by the City and the Mayor is authorized to execute the same, with such changes as may be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

Section 6. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 7. Conflicts. All resolutions or parts of resolutions that are in conflict with the provisions of this Resolution are hereby stayed to the extent necessary to give this Resolution full force and effect until its expiration.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 9. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 10. Authorizations. The Mayor, City Manager, the Clerk, and any Board Member, and such other officials and employees of the City as may be designated by the Mayor are each designated as agents of the City in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 11. Bank Qualified Issue. The City hereby designates the Note to be a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 12. Reimbursement Resolution.

The City may pay for a portion of the costs of the Project before the Note is issued in anticipation of the reimbursement of such expenditures from proceeds of the Note. In accordance with Section 1.150-2 of the Federal income tax regulations, the City hereby officially declares its

intent to use proceeds of a tax exempt borrowing to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes.

To the extent the City has not previously done so, the City hereby declares its official intention to finance the costs of the Project through the issuance of the Note by the City in an amount, at a minimum, that is necessary to finance the costs of the Project, up to a maximum principal amount of \$2,800,000.

Section 13. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

**BOARD OF COMMISSIOERS OF THE  
CITY OF TRENTON, FLORIDA**

By:

\_\_\_\_\_  
Robbi Coarsey Avery  
Mayor-Commissioner

\_\_\_\_\_  
ATTEST:  
Brittany Mills  
Clerk/City Manager

EXHIBIT "A"

TERM SHEET FROM LENDER

EXHIBIT "B"

FORM OF NOTE

EXHIBIT "C"

FORM OF LOAN AGREEMENT



# Spanakopita Triangles

1 cup frozen spinach (thawed, drained, chopped)  
1/2 cup feta cheese (crumbled)  
1/4 cup parsley (finely chopped)  
1 tsp lemon zest  
1/2 tsp chili flakes  
5 sheets phyllo dough (18 × 14-inch sheets)  
2 Tbsp extra virgin olive oil  
1 egg yolk  
1 Tbsp sesame seeds

In a bowl, combine spinach, feta, parsley, lemon zest, and chili flakes.

Lay the phyllo sheets on a clean surface and cut each sheet lengthwise into three strips. Lightly brush each strip with olive oil and place one strip directly on top of another.

Add about one tablespoon of filling to one corner of dough. Fold the corner across to form a triangle, then continue folding back and forth until the strip forms a layered triangle.

Place triangles on a parchment paper-lined baking sheet. Brush tops with egg yolk and sprinkle with sesame seeds.

Bake at 375 for 15-20 minutes, until golden brown and crispy.



**PROMISSORY NOTE**  
**(Tax-Exempt)**

\$2,800,000.00

April \_\_\_, 2026  
Trenton, Florida

**FOR VALUE RECEIVED**, the City of Trenton, Florida, a Florida municipality, ("**Borrower**"), hereby promises to pay to the order of **SEACOAST NATIONAL BANK**, a national banking association (together with any and all of its successors and assigns and/or any other or future holder of this Note, "**Lender**"), without offset, demand or counterclaim in immediately available funds in lawful money of the United States of America, at Trenton Florida, the principal sum of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00) (or the unpaid balance of all principal advanced against this Note, if that amount is less), together with interest on the unpaid principal balance of this Promissory Note (this "**Note**") from day to day outstanding as hereinafter provided.

**LINE OF CREDIT.** This Note evidences a straight line of credit under which principal advances up to the Principal Amount are contemplated. When advances are made totaling the Principal Amount, or one year after the date of Note, whichever occurs earlier, Borrower is not entitled to any further principal advances. Advances under this Note shall be made in accordance with the requirements of the Loan Agreement, and Borrower agrees to be liable for all amounts advanced in accordance with such authorization process and credited to any of Borrower's accounts with Lender.

**Section 1 Payment Schedule and Maturity Date.** On April [\_\_\_], 2027, the Borrower will make one interest-only payment for all accrued and unpaid interest on this Note. Commencing April [\_\_\_], 2028, and continuing on the same day of each year thereafter, the Borrower will make nineteen (19) annual payments of principal and accrued interest, in an amount required to repay the unpaid principal balance in equal annual payments based on a 19 year amortization. If not paid earlier, Borrower's final payment will be a balloon payment due on April [\_\_\_], 2046 and will be for all principal and all accrued interest not yet paid.

**Section 2 Security; Loan Documents.** The security for this Note includes a Loan Agreement between Borrower and Lender of even date herewith (as the same may from time to time be amended, restated, modified or supplemented, the "**Loan Agreement**"), pledging and granting to the Lender a covenant to budget and appropriate the Pledged Revenues (as defined in the Loan Agreement), in the manner and to the extent provided in the Loan Agreement (the "**Pledged Revenues**"), and, until applied in accordance with the provisions of the Loan Agreement, the proceeds of the Note and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Loan Agreement, all in the manner and to the extent described in the Loan Agreement (collectively, the "**Pledged Funds**").

This Note and the Loan Agreement between Borrower and Lender of even date herewith (as the same may from time to time be amended, restated, modified or supplemented, the "**Loan Agreement**") and all other documents now or hereafter securing, guaranteeing or executed in connection with the loan evidenced by this Note (the "**Loan**"), as the same may from time to time

be amended, restated, modified or supplemented, are herein sometimes called individually a "**Loan Document**" and together the "**Loan Documents**."

**Section 3      Interest Rate.**

(a)      The interest rate on this Note shall be 4.37% per annum.

(b)      Upon the occurrence of a Determination of Taxability (defined below), this Note or the affected portions thereof will bear interest at a rate of interest per annum from the date of the Event of Taxability (defined below) relating thereto equal to the Interest Rate divided by (i) 1 minus (ii) the maximum rate of income taxation imposed on corporations for federal tax purposes as of the first day as of which interest on this Note is included in the gross income of the Lender for federal income tax purposes (the "**Taxable Rate**"). "**Determination of Taxability**" means receipt by the Borrower of a final judgment by a court of competent jurisdiction or a final official action of the Internal Revenue Service determining that an Event of Taxability has occurred, "**Event of Taxability**" means the circumstance of any interest payable with respect to this Note becoming includable in the gross income of the Lender for federal income tax purposes as a result of conditions arising from any action or inaction of the Borrower.

(c)      If at any time after the date hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Lender, its successors or assigns (the "**SNB Tax Rate**"), then the Interest Rate in effect hereunder from time to time as herein provided, for so long as there shall not have occurred a Determination of Taxability, shall be adjusted by the Lender (upward or downward, as the case may be), effective as of the effective date of any such change in the SNB Tax Rate, by multiplying the Interest Rate by a fraction, the denominator of which is one hundred percent (100%) minus the SNB Tax Rate in effect upon the date hereof, and the numerator of which is one hundred percent (100%) minus the SNB Tax Rate after giving effect to such change.

(d)      Notwithstanding any provision contained herein to the contrary, in no event shall the interest contracted for, charged or received in connection with the Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the laws of the State of Florida. In the event this Note is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of the non-usurious interest allowed by the laws of the State of Florida.

**Section 4      Prepayment.** Borrower may prepay the principal balance of this Note, in full at any time or in part from time to time, without fee, premium or penalty, provided that: (a) Lender shall have actually received from Borrower prior written notice of (i) Borrower's intent to prepay, (ii) the amount of principal which will be prepaid (the "**Prepaid Principal**"), and (iii) the date on which the prepayment will be made; (b) each prepayment shall be in the amount of \$1,000 or a larger integral multiple of \$1,000 (unless the prepayment retires the outstanding balance of this Note in full); and (c) each prepayment shall be in the amount of 100% of the Prepaid Principal, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have

become due to Lender under the Loan Documents on or before the date of prepayment but have not been paid. If this Note is prepaid in full, any commitment of Lender for further advances shall automatically terminate.

**Section 5** **Late Charges.** If Borrower shall fail to make any payment under the terms of this Note (other than the payment due at maturity) within ten (10) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to five percent (5%) of the amount of such payment. Such ten (10) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that Lender may be entitled to receive or action that Lender may be authorized to take as a result of such late payment.

**Section 6** **Certain Provisions Regarding Payments.** All payments made under this Note shall be applied, to the extent thereof, to late charges, to accrued but unpaid interest, to unpaid principal, and to any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its sole discretion, any instructions from Borrower or anyone else to the contrary notwithstanding. Remittances shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and shall be accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way: (a) waive or excuse the existence of an "Event of Default" (as defined below); (b) waive, impair or extinguish any right or remedy available to Lender hereunder or under the other Loan Documents; or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect. Payments received after 4:00 p.m. shall be deemed to be received on, and shall be posted as of, the following Business Day. Whenever any payment under this Note or any other Loan Document falls due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

**Section 7** **Events of Default.** The occurrence of any one or more of the following shall constitute an "**Event of Default**" under this Note:

(a) Borrower fails to pay when and as due and payable any amounts payable by Borrower to Lender under the terms of this Note.

(b) Any covenant, agreement or condition in this Note is not fully and timely performed, observed or kept, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Borrower by the Lender; provided however, that such cure period shall be extended to ninety (90) days if the nature of such default or non-compliance is such that it cannot be corrected within thirty (30) days, corrective action is initiated by the Borrower within such thirty (30) day period, and the Borrower is diligently pursuing such cure to completion.

(c) An Event of Default (as therein defined) occurs under any of the Loan Documents other than this Note (subject to any applicable grace or cure period).

**Section 8 Remedies.** Upon the occurrence of an Event of Default, Lender may at any time thereafter exercise any one or more of the following rights, powers and remedies:

- (a) by written notice to the Borrower, declare the obligation of the Lender to make advances hereunder to be terminated, whereupon such commitment and obligation shall be terminated; and
- (b) sue to protect and enforce any and all rights, including the right to appointment of a receiver, existing under Florida law or granted or contained in this Note or the Loan Agreement, and to enforce and compel the performance of all duties required by the Loan Agreement or by any applicable laws to be performed by the Borrower, the Borrower's Board of Commissioner's or by any officer thereof, and may take all steps to enforce this Note and the Loan Agreement to the full extent permitted or authorized by Florida law or the laws of the United States of America and exercise, or cause to be exercised, any and all remedies as it may have hereunder or under the Loan Agreement and as otherwise available at law and at equity.

An additional remedy of acceleration and declaration that the unpaid balance of the Note shall be immediately due and payable shall be available upon an Event of Default set forth in clause (a) of Section 7 above if the Borrower grants acceleration as a remedy for other debt secured by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues; provided such additional remedy is available only for so long as such other debt is outstanding

**Section 9 Remedies Cumulative.** All of the rights and remedies of Lender under this Note and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Lender of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Lender to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default. Any judgment rendered on this Note shall bear interest at the maximum rate permitted pursuant to Chapter 687, Florida Statutes.

**Section 10 Costs and Expenses of Enforcement.** Borrower agrees to pay to Lender on demand all costs and expenses incurred by Lender in seeking to collect this Note or to enforce any of Lender's rights and remedies under the Loan Documents, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with bankruptcy, insolvency or appeal.

**Section 11 Service of Process.** Borrower hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Note by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to Borrower and (b) serving a

copy thereof on the Mayor of the City. Borrower irrevocably agrees that such service shall be deemed to be service of process upon Borrower in any such suit, action, or proceeding. Nothing in this Note shall affect the right of Lender to serve process in any manner otherwise permitted by law and nothing in this Note will limit the right of Lender otherwise to bring proceedings against Borrower in the courts of any jurisdiction or jurisdictions, subject to any provision or agreement for arbitration or dispute resolution set forth in the Loan Agreement.

**Section 12 Heirs, Successors and Assigns.** The terms of this Note and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents. By acceptance of this Note, Lender agrees not to assign the Loan except in whole and only to a Permitted Lender. “**Permitted Lender**” means any affiliate of the Lender, any bank, trust company, savings institution, insurance company or “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or any “accredited investor” (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended. Any assignee of the Lender or the Borrower (if permitted by the Loan Documents) shall be bound by all of the terms of the Loan Documents.

**Section 13 General Provisions.** Time is of the essence with respect to Borrower's obligations under this Note. If more than one person or entity executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and each party executing this Note as Borrower hereby severally: (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in the state and county in which payment of this Note is to be made for the enforcement of any and all obligations under this Note and the other Loan Documents; (f) waive the benefit of all homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any title, security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (h) hereby subordinate to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except

in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. This Note and its validity, enforcement and interpretation shall be governed by the laws of the state in which payment of this Note is to be made (without regard to any principles of conflicts of laws) and applicable United States federal law. Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note is to be made. The term "**Business Day**" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which this Note is payable (excluding Saturdays and Sundays). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

**Section 14 Notices.** Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered in accordance with the terms of the Loan Agreement regarding notices.

**Section 15 No Usury.** It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this Section shall control every other covenant and agreement in this Note and the other Loan Documents. If applicable state or federal law should at any time be judicially interpreted so as to render usurious any amount called for under this Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Loan, or if Lender's exercise of the option to accelerate the Maturity Date, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of this Note, and the provisions of this Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use or forbearance of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the maximum lawful rate from time to time in effect and applicable to the Loan (the "**Maximum Rate**") for so long as the Loan is outstanding. The Lender may, in determining the Maximum Rate, take advantage of: (i) the rate of interest permitted by Florida Statutes, Chapter 658, by reason of both Section 687.12 Florida Statutes ("Interest rates; parity among licensed lenders or creditors") and 12 United States Code, Sections 85 and 86, and (ii) any other law, rule, or regulation on effect from time to time, available to Lender which exempts Lender from any limit upon the rate of interest it may charge or grants to Lender the right to charge a higher rate of interest than that allowed by Florida Statutes, Chapter 687.

**Section 16. Note Not Debt of Borrower:** This Note and the interest hereon are secured solely by and payable from the Borrower's covenant to budget and appropriate in its Annual

Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full, in the manner, to the extent and subject to the provisions of the Loan Agreement, and by a pledge of and lien on the Pledged Revenues, in the manner and to the extent in the Loan Agreement provided. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Lender, and the extent of and limitations on the Borrower's rights, duties and obligations, to all of which provisions the Borrower hereof for himself and his successors in interest assents by acceptance of this Note.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE BORROWER, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE LENDER THAT THE LENDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE BORROWER OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE LOAN AGREEMENT

It is further agreed between the Borrower and the Lender that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any tangible personal property of or in the Borrower, but the Note shall only be secured by the Borrower's covenant to budget and appropriate from Legally Available Non-Ad Valorem Revenues and a pledge of and lien on the Pledged Revenues, in the manner and to the extent provided in the Loan Agreement. Neither the members of the governing body of the Borrower nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

**Section 17 Additional Provisions. THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**(a) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**(b) BORROWER AND LENDER WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION ON DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND BORROWER AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND LENDER ARE EACH**

**HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

The City acknowledges that it has been notified by the Lender that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Act"), the Lender may be required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Act.

**(END OF PAGE/SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, Borrower has duly executed this Note under seal as of the date first written above.

**BORROWER:**

**City of Trenton, a Florida municipality**

*[SEAL]*

By: \_\_\_\_\_

Name: Robbi Coarsey Avery

Title: Mayor-Commissioner

Post Office Address:

500 North Main Street

Trenton, FL 32693

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Affirmed and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2026, by Robbi Coarsey Avery who  is personally known or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Notary Seal]

## LOAN AGREEMENT

THIS AGREEMENT, made effective as of April \_\_\_, 2026, by THE CITY OF TRENTON, FLORIDA (the "City"), in connection with and as a part of that certain promissory note ("Note"), given to SEACOAST NATIONAL BANK, (the "Lender"), with the intention that this agreement be incorporated therein;

WHEREAS, the City has determined to proceed with a city-wide street repaving program (the "Project"), which Project serves a valid municipal purpose; and

WHEREAS the cash reserves of the City are insufficient to fully fund the Project; and

WHEREAS, the City desires to borrow funds from the Lender in order to fully fund the Project to be repaid from future City revenues;

NOW, THEREFORE, the City does hereby acknowledge, agree and covenant as follows:

**SECTION 1. Definitions.** The words and terms used in this Agreement shall have the meanings as set forth in the Resolution and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Act" means Part II of Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

"Agreement" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Budget" means the annual budget for the City for each Fiscal Year in accordance with the laws of the State of Florida.

"Board Member" means a member of the City's Board of Commissioners

"Bond Counsel" means counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

"Business Day" means a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which this Note is payable (excluding Saturdays and Sundays).

"City" means the City of Trenton, Florida, a Florida municipal corporation, and its successors and assigns.

"City Manager" means the City Manager or her designee.

“Clerk” means the Clerk, Acting Clerk or any Deputy Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

“Debt Service Fund” means the fund of that name established pursuant to Section 5 hereof.

“Event of Default” shall mean an event of default specified in Section 7 of the Note.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

“Governing Body” means the Board of Commissioners of the City, or its successor in function.

“Holder” means the registered owner (or its authorized representatives) of the Note from time to time, initially the Lender.

“Legally Available Non-Ad Valorem Revenues” means all revenues of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the City for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, or which are legally mandated by applicable law.

“Lender” means Seacoast National Bank, a national banking association, and its successors and assigns.

“Loan” means the outstanding principal amount of the Note issued hereunder.

“Loan Documents” means this Agreement, the Note, the Resolution and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or the transaction contemplated by this Agreement.

“Mayor” means the Mayor or Vice Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

“Note” means the City’s Promissory Note (Tax Exempt), Series 2026, authorized to be issued pursuant to the Resolution in an aggregate principal amount not to exceed \$2,800,000.

“Pledged Funds” means (a) Pledged Revenues and (b) proceeds of the Note deposited with the City until applied for payment of costs of the Project.

“Pledged Revenues” means the moneys budgeted and appropriated by the City and deposited into the Debt Service Fund from Legally Available Non-Ad Valorem Revenues pursuant to the City’s covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues contained in Section 3 of this Agreement.

“Project” means the City’s city-wide street repaving program, including reimbursement for amounts previously spent.

“Resolution” means Resolution No. \_\_\_\_\_, adopted by the City on April 27, 2026, as the same may from time to time be amended, modified or supplemented.

“State” means the State of Florida.

SECTION 2: Representations of City. The City represents for the benefit of the Lender as follows:

(a) Organization and Authority.

(i) The City is duly created and validly existing pursuant to the provisions of the Constitution and laws of the State of Florida.

(ii) The City has full legal right and authority as of the date hereof to carry on its Project activities, to enter into this Loan Agreement, to execute and deliver the Note, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iii) The proceedings of the City governing body approving this Loan Agreement and the Note and authorizing their execution and delivery on behalf of the City and authorizing the City to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law including Section 286.011, Florida Statutes, as amended.

(b) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement and the Note by the City, the performance by the City of its obligations hereunder and thereunder and the consummation of the transactions provided for in the Loan Agreement and the Note and compliance by the City with the provisions of this Loan Agreement and the Note and the undertaking and completion of the Project will not result in any breach of the any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City pursuant to any existing bond ordinance, trust agreement, indenture, mortgage, deed of trust, to which the City is a party or by which the City, or any of its property is or may be bound, nor will such action

result in any violation of the provisions of any document pursuant to which the City was established or any laws, ordinances, governmental rules, regulations or court orders to which the City, or its property or operations is subject.

(c) Use of Proceeds. The City will apply the proceeds of the Loan received from Lender for the Project. The City will not use any of the proceeds of the Loan in a manner which would cause the interest paid by the City on the Loan to be included in the gross income of the Lender for federal income tax purposes.

SECTION 3: Covenant to Budget and Appropriate. The City covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full according to its terms. Such covenant and agreement on the part of the City shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs now provided or maintained by the City, which generate non-ad valorem revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues until deposited into the Debt Service Fund, nor does it preclude the City from pledging in the future a particular source or sources of non-ad valorem revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

SECTION 4. Payment of Principal and Interest; Note not a General Obligation of the City.

The Note is a special obligation of the City and is payable solely in the manner and to the extent set forth in this Agreement.

The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the City within the meaning of the Constitution of Florida, but shall be payable solely from and secured by the covenant of the City to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent herein provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay such Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any other funds of the City other than the than the

Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein provided. The Holders shall have no lien upon any real or tangible personal property of the City.

SECTION 5. Establishment of Debt Service Fund; Application of Pledged Revenues.

There is hereby created and established with the City a fund designated the "Debt Service Fund." The Debt Service Fund shall constitute a trust fund for the purposes hereof.

On or before 12:00 Noon on each date on which principal of or interest on the Note is due, the City shall deposit into the Debt Service Fund an amount of Legally Available Non-Ad Valorem Revenues (which at the time of such deposit become Pledged Revenues) at least equal to the principal of and interest on the Note due on such date.

The City shall pay out of the Debt Service Fund to the Lender (i) on or before each interest payment date for the Note, the amount required for the interest payable on such date; and (ii) on or before the Maturity Date, the amount of principal payable on such date.

SECTION 6. Accounting for Funds. The designation and establishment of the Debt Service Fund by this Agreement shall not be construed to require the establishment of any completely independent funds but rather is intended solely to constitute an allocation of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of certain revenues and assets as herein provided.

SECTION 7. Particular Covenants of The City.

(a) The City agrees (i) to cooperate with Lender in the performance of the obligations of the City under this Loan Agreement; (ii) to generate funds sufficient to fulfill the terms of all contracts and agreements made by the City, including, without limitation, this Loan Agreement, and (iii) to pay all other amounts payable from or constituting a lien or charge on the revenues or other receipts of the City.

(b) The City shall not be required to make payments under this Loan Agreement except from the revenues or other receipts of the City and from other funds of the City which are legally available therefor.

(c) The City shall not sell, lease, abandon or otherwise dispose of any assets of the City, outside of normal agency operations, except on written consent by Lender.

(d) The City represents, covenants and warrants that it is a political subdivision of the State of Florida, such that any interest received by Lender under this Note shall qualify for exemption from Federal income taxes under the Internal Revenue Code. The City understands that the interest rate on this Note is calculated based on the corporate tax rates applicable under the Internal Revenue Code as of the date of this Note, and is subject to adjustment pursuant to Section 3(c) of the Note.

(e) The City shall keep accurate records and accounts for the City, separate and distinct from other records and accounts of the City. Such records and accounts shall be audited annually by an independent certified public accountant. Such records and accounts shall be made available for inspection by Lender at any reasonable time, and a copy such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Lender as soon as available.

(f) The City will furnish or cause to be furnished to Lender annual audited financial statements on forms satisfactory to Lender, including balance sheets and income statements, within 270 days after each Fiscal Year end.

(g) The City shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self-insurance providing against risk or direct physical loss, damage or destruction of the assets of the City, including liability all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(h) The City certifies that the cost of the Project is a reasonable and accurate estimation thereof and upon direction of the Lender will supply the same with a certificate from the City or independent engineers stating that such cost of the Project is a reasonable and accurate estimation thereof.

(i) The City shall promptly notify Lender of any material adverse change in the Project or the City.

(j) Upon a Determination of Taxability (as defined in the Note), the City shall pay, but solely and exclusively from amounts provided Borrower pursuant to Section 3 above, to the Lender upon demand of the Lender any interest, penalties or other charges assessed against or payable by the Lender and attributable to such Determination of Taxability and all reasonable administrative, out of pocket and other expenses incurred by the Lender that are attributable to such event, including, without limitation, the costs incurred by the Lender to amend any of its tax returns, notwithstanding the repayment of the entire principal amount of the Loan or any transfer or assignment of the Loan.

(k) Not less than three (3) Business Days prior to the requested date for receipt of an advance of loan proceeds, the City shall deliver to the Lender current progress reports and approvals with respect to the Project. The Lender's obligation to advance any proceeds hereunder is conditioned upon no Event of Default having occurred and being continuing hereunder at the time of such request.

SECTION 8. Redemption. The City shall be entitled or required to prepay the Note prior to maturity in whole or in part, in the manner and subject to the conditions set forth in the Note.

SECTION 9. Section 265 Designation of Note. In the Resolution, the City designated the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B)(i) of the Code. The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which have been or will be issued by the City during calendar year 2026 does not exceed \$10,000,000. There are no entities which are

subordinate to or which issue obligations on behalf of the City. The City hereby covenants and agrees not to take any action or to fail to take any action if such action or failure would cause the Note to no longer be a “qualified tax-exempt obligation.”

**SECTION 10. Tax Representations and Warranties.** Notwithstanding anything herein to the contrary, the City hereby covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the Note to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

The City acknowledges that the continued exclusion of interest on the Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. The City hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. The City hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the Note or other funds of the City to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the Note to be an arbitrage bond for purposes of Sections 103(b)(2) and 148 of the Code. The City further agrees and covenants that it shall do and perform all acts and things necessary in order to assure that the requirements of Sections 103(b)(2) and 148 of the Code are met.

Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

- (a) to pay to the United States of America at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Note, plus any income attributable to such excess (the “Rebate Amount”);
- (b) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code; and
- (c) to comply with all representations and restrictions contained in any Non Arbitrage Certificate executed by the City in connection with the Note.

The City understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

SECTION 11. Additional Tax Covenants of the City. For so long as the Note remains outstanding, the City hereby covenants as follows:

- (a) It will comply with, and timely make or cause to be made all filings required by, all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service;
- (b) It will not use, invest, direct or permit the investment of the proceeds of the Note or any investment earnings thereon in a manner that will result in such Note becoming a “private activity bond” within the meaning of Sections 141 and 145 of the Code;
- (c) It will not use or permit to be used more than ten percent (10%) of the proceeds of the Note (including any amounts used to pay costs associated with issuing such Note), including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person who is not the City or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an “Exempt Person”);
- (d) It will not use or permit the use of any portion of the proceeds of the Note, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;
- (e) It has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to more than ten percent (10%) of the property financed with the proceeds of the Note (a “Service Contract”), unless the guidelines set forth in Revenue Procedure 2017-13, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the “Guidelines”), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized Bond Counsel which allows for a variation from the Guidelines;
- (f) It will not cause the Note to be treated as “federally guaranteed” for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149 of the Code. For purposes of this paragraph, the Note shall be treated as “federally guaranteed” if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) five percent (5%) or more of the proceeds of the Note will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured

deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

- (g) It will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The terms “debt service,” “gross proceeds,” “net proceeds,” “proceeds,” and “yield” have the meanings assigned to them for purposes of Section 148 of the Code.

SECTION 12. Officers and Employees of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any Board Member, or any officer, agent or employee, as such, of the City past, present or future, it being expressly understood (a) that the obligation of the City under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board Members, or the officers, agents, or employees, as such, of the City, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such Board Member, and every officer, agent, or employee, as such, of the City under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the City.

SECTION 13. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Holder furnishing the City proof of ownership thereof and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The Note so mutilated, destroyed, stolen or lost shall be canceled and shall be of no further force and effect.

SECTION 14. No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the Note or other Loan Documents shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

SECTION 15. Amendments; Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except by written instrument between the Lender and the City. The City agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the City's request or behest.

SECTION 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 17. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 18. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the City in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

SECTION 19. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day it is sent, if sent by e-mail; the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the City:

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with a copy to:

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If to the Lender:

Seacoast National Bank  
815 Colorado Avenue  
Stuart, FL 34994  
Attention: Commercial Loan Department

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 19.

SECTION 20. Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

SECTION 21. No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

SECTION 22. Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 23. Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

SECTION 24. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Note), the City acknowledges and agrees, that: (a) (i) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the City on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. This Loan Agreement and the Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

[signature page follows]

Executed after approval by the City Commission in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF TRENTON, a Florida municipality

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

## Pat Watson

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**From:** Tarsis Marcos Correa <tarsis.correa@jbpro.com>  
**Sent:** Thursday, April 16, 2026 8:55 AM  
**To:** Pat Watson  
**Cc:** Tim Boehlein, PE  
**Subject:** Gray Construction Office Building - Driveway Access to SW 15th Ct. – Requirements  
**Attachments:** C2.00 DIMENSION PLAN.pdf

Good morning Pat,  
I hope you are doing well.

I am reaching out on behalf of JBPro regarding a proposed two-story office building (±14,375 sq. ft.) located outside the City of Trenton's jurisdiction. We are proposing a driveway connection to SW 15th Ct, which is owned by the city.

Following a recent pre-application meeting with Gilchrist County, we were advised to coordinate with the City regarding this access. Could you please let us know what requirements, approvals, or permits are needed for the proposed driveway connection?

A copy of the site plan is attached for your review.

Thank you for your assistance.

**Tarsis Correa**  
*Production Engineer*

o (352) 375-8999  
c (407) 376-0464

**JBPro**



### Our Locations

Gainesville (HQ)  
St. Augustine  
Tallahassee

### Our Services

Civil Engineering  
Surveying  
Planning & GIS  
Landscape Architecture  
Construction Services

