



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

March 10, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

Virtual participation is available to the public. Please see the last page of the agenda for participation details.

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- A. Sea Oats Beach Restoration Project Update — RES Florida Consulting
- B. FKA Transmission Main Replacement Project Update — Aaron Cutler

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A. Islamorada Youth Council Report — IYC Chair, Natalie Goodwin

VI. MAYOR / COUNCIL COMMUNICATIONS

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A. FDOT SFY27 Rideshare Funding Opportunity
- B. Village Manager 60-Day Performance Review Discussion **TAB 1**
- C. Discussion Regarding Baseball License Agreement and Design Plan

VIII. PUBLIC COMMENT

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

IX. CONSENT AGENDA

- A. February 10, 2026 Village Council Meeting Minutes **TAB 2**
- B. Resolution Approving DEP Agreement No. KG012 between the Florida Department of Environmental Protection and the Village Relating to Funding through the Florida Keys Stewardship Act **TAB 3** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT KG012 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving Purchase and Installation of Green Turtle Hammock Nature Preserve Wi-Fi System **TAB 4** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF A WI-FI SYSTEM AT THE GREEN TURTLE HAMMOCK NATURE PRESERVE FROM MONIFI TECHNOLOGY GROUP; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving First Budget Amendment for FY 2025-2026 **TAB 5** (Hatti Jenkins, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2025-2026; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution Approving and Adopting a Procurement Policy for Purchases, Contracts and Projects Made Pursuant to a FDOT Program or Grant **TAB 6** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AND ADOPTING A PROCUREMENT POLICY FOR PURCHASES, CONTRACTS AND PROJECTS MADE PURSUANT TO A FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM OR GRANT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Authorization for Mayor Don Horton to Attend the Florida League of Cities Leadership Class in Orlando **TAB 7** Marne McGrath, Village Clerk

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MAYOR DON HORTON TO ATTEND THE 2025 FLORIDA LEAGUE OF CITIES LEADERSHIP CLASS IN ORLANDO, FLORIDA; AUTHORIZING

**THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
AND PROVIDING FOR AN EFFECTIVE DATE**

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

- A.** Resolution Approving Work Authorization No. 8 with Avalon Gardens Inc. for Completion of a Planting Project at Founders Park **TAB 8** Peter Frezza, Environmental Resources Manager
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 8 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT FOUNDERS PARK; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 8; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 8; AND PROVIDING FOR AN EFFECTIVE DATE
- B.** Resolution Approving Federal Lobbyist Agreement with Thorn Run Partners **TAB 9** (John Quick, Interim Village Attorney)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE
- C.** Resolution Approving Work Authorization No. 2 with WSP USA, Inc. for Canals Monitoring, Consulting & CEI **TAB 10** Peter Frezza, Environmental Resources Manager
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH WSP USA, INC. FOR WATER QUALITY MONITORING AND CANAL CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 2; AND PROVIDING FOR AN EFFECTIVE DATE

XII. ORDINANCES

- A. Ordinance Amending Chapter 66 "Operation of Vessels In Restricted Areas" of the Village Code to Modify the Starcks Wheel Ditch Slow Speed / Minimum Wake Zone - **Second Reading TAB 11** Peter Frezza, Environmental Resources Manager
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO MODIFY THE STARCKS WHEEL DITCH SLOW SPEED / MINIMUM WAKE ZONE, AS FURTHER DESCRIBED ON EXHIBIT "B"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

XIII. MOTIONS

XIV. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Public Participation through Public Comment:

The public may provide public comment on items of a general nature or items specific to the agenda. Below are the guidelines for submitting public comments:

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar ID: **911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**
2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting.



Council Communication

To: Mayor and Village Council
From:
Date: March 10, 2026
SUBJECT: Sea Oats Beach Restoration Project Update — RES Florida Consulting

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: March 10, 2026
SUBJECT: FCAA Transmission Main Replacement Project Update — Aaron Cutler

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: March 10, 2026
SUBJECT: Islamorada Youth Council Report — IYC Chair, Natalie Goodwin

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: March 10, 2026
SUBJECT: FDOT SFY27 Rideshare Funding Opportunity

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: March 10, 2026
SUBJECT: **Village Manager 60-Day Performance Review Discussion TAB 1**

Background:

Pursuant to Section 4, paragraph 4.1 of the Employment Agreement between the Village and Ron Saunders, Village Manager, the Village Council shall evaluate the performance of the Village Manager every 60 days until his or her initial Anniversary Date. Thereafter, the Village Council shall annually evaluate the performance of the Village Manager within 30 days of his or her Anniversary Date. The Human Resources Department shall be responsible for apprising the Village Attorney and Village Council at least sixty (60) days prior to the Anniversary date of the due date for the Village Manager's performance evaluation, so that it can be placed on a Village Council agenda.

The Human Resources department has coordinated the initiation of the reviews every 60 days from the Village Manager's hire date. Reviews have been conducted in writing and/or in person by each of the Council Members directly to Ron Saunders.

Analysis:

This is the final 60-day evaluation before the Anniversary date of the due date for the Village Manager's performance evaluation.

Budget Impact:

Staff Impact:

Recommendation:

Attachments: 1. Village Manager Evaluation Form (Blank)



Islamorada, Village of Islands
Village Manager Performance Evaluation
Evaluation period: _____ through _____

 Elected Official's Name

The purpose of this evaluation form is to assess the performance of the Village Manager, Ronald Saunders, who must be evaluated every sixty (60) days pursuant to his employment contract, which was approved by the Village Council on April 10, 2025. Mr. Saunders will be evaluated on the following dates for the time periods noted:

Rating Period	Start Date	End Date	Due Date to HR	RVCM Public Review
Period #1	April 21, 2025	June 20, 2025	June 25, 2025	TBD (if requested)
Period # 2	June 21, 2025	August 20, 2025	August 27, 2025	TBD (if requested)
Period #3	August 21, 2025	October 20, 2025	October 29, 2025	TBD (if requested)
Period #4	October 21, 2025	December 20, 2025	December 24, 2025	TBD (if requested)
Period #5	December 21, 2025	February 19, 2026	February 25, 2026	March 10, 2026*

*2026 Council meeting calendar is not published. Dates of meetings may change

INSTRUCTIONS FOR EVALUATOR:

- 1) Please circle from the list above which time period this evaluation form covers.
- 2) The numerical rating system used in conjunction with this evaluation form is from 1-5, with 1 being the lowest score, and 5 being the highest. The rating scale is defined as follows:

NUMERICAL SCORING	TITLE	DESCRIPTION
1	Poor	Performance was consistently below expectations and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more areas.
2	Unsatisfactory	Performance failed to meet expectations and/or one or more of the most critical goals were not met.
3	Satisfactory	Performance met expectations in terms of quality of work, efficiency and timeliness. The most critical goals were met.

4	Very Satisfactory	Performance exceeded expectations. All goals, objectives and targets were achieved beyond the established standards.
5	Outstanding	Performance represents an extraordinary level of achievement and commitment in terms of quality and time, technical skills and knowledge, ingenuity, creativity and initiative. The employee demonstrated exceptional job mastery in all areas of major responsibility.

- 3) Once completed, please sign the evaluation form in the space below, and return it to the Human Resources Director, Jamie Terry, via email to hr@islamorada.fl.us.
- 4) **You do not need to tabulate the final or overall scores.** The Human Resources Director will tabulate the total numerical score and otherwise summarize comments made on the Evaluation Form and any attachments. These results will be provided to the Council via email correspondence. The Village Manager's performance will be assessed numerically as follows:
- 4.5-5.0 = Outstanding
 - 3.5-4.499= Very Satisfactory
 - 2.5-3.499=Satisfactory
 - 1.5-2.499= Unsatisfactory
 - 1-1.499= Poor
- 5) The results of the evaluation will be included on the agenda for discussion at the next scheduled Council meeting and the discussion will be facilitated by the Human Resources Director.

Elected Official's Signature

Date Submitted

INDIVIDUAL CHARACTERISTICS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Diligent and thorough in the discharge of duties while maintaining high ethical standards.
- b) _____ Exercises good judgment and possesses the requisite aptitude.
- c) _____ Displays enthusiasm, cooperation and will to adapt.
- d) _____ Exhibits composure, appearance and attitude appropriate for an executive position.
- e) _____ Self-starter.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

2. PROFESSIONAL SKILLS AND STATUS (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Perform duties as may be prescribed by the Charter.
- b) _____ Demonstrates a capacity for innovation and creativity.
- c) _____ Anticipates and analyzes problems to develop effective approaches for solving them.
- d) _____ Willing to try new ideas proposed by Council and/or staff.
- e) _____ Sets a professional example by regularly reporting to work, and by handling affairs of the public office in a fair and impartial manner.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

3. RELATIONS WITH MEMBERS OF THE COUNCIL (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Executes directives of the Council and keeps the members apprised of substantive day-to-day matters as a whole, as opposed to informing any one member or minority group.
- b) _____ Sets meeting agendas and implement goals that reflect the guidance of the Council and avoids unnecessary involvement in administrative actions.
- c) _____ Attends all meetings of the Council and is prepared to take part in the discussion.
- d) _____ Facilitates decision-making by providing useful recommendations and information regarding Village business to members of the Council to enable the members to carry out their functions.
- e) _____ Responds well to requests, ideas, advice, and constructive criticism by members of the Council.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

4. POLICY EXECUTION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Implements actions in accordance with the intent of the Council, with tangible results achieved for projects and ideas implemented by the Village Manager.
- b) _____ Supports the actions of the Council after a decision has been reached, both inside and outside the organization.
- c) _____ Understands, supports, and enforces local government's laws, policies, and ordinances.
- d) _____ Reviews ordinances and policies/procedures periodically to suggest improvements to their effectiveness.
- e) _____ Offers workable alternatives to the Council for changes in law or policy when an existing policy or ordinance is no longer practical.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

5. REPORTING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Provides regular information and reports to the Council concerning matters of importance.
- b) _____ Responds in a timely manner to special report requests from the Council.

- c) _____ Takes the initiative to provide information, advice, and recommendations to the Council on matters that are non-routine and not administrative in nature.
- d) _____ Produces accurate, comprehensive, and concise reports to the Council with subject matters that are pertinent to Village business.
- e) _____ Demonstrates transparency in the production and handling of reports so that affairs of the Village are open to public inspection/comment.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

6. CITIZEN RELATIONS (please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Responsive to requests from citizens.
- b) _____ Demonstrates a dedication to service to the community and its citizens.
- c) _____ Maintains a non-partisan approach in dealing with the news media.
- d) _____ Meets with and listens to members of the community to discuss and address their concerns.
- e) _____ Makes sufficient effort to maintain and ensure citizen satisfaction with Village services.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

7. STAFFING (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized). If you wish to discuss the Village Manager's direction and leadership of a particular department, please attach a separate sheet doing so.

- a) _____ Recruits and retains competent personnel for staff positions.
- b) _____ Properly supervises staff to ensure improvements in any areas of substandard performance.
- c) _____ Stays accurately informed and appropriately concerned about employee relations (e.g., recruitment, hiring, retention, separations, etc.).
- d) _____ Ensures department directors are reaching their goals.
- e) _____ Promotes and ensures training and development opportunities are available for employees at all levels of the organization.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

8. SUPERVISION (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized).

- a) _____ Provides sufficient autonomy to departments directors, which encourages them to make decisions within their jurisdictions with minimal Village Manager involvement yet maintains general control of operations by providing the right amount of communication to the staff.
- b) _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level.

- c) _____ Develops and maintains a friendly and informal relationship with the staff and workforce in general yet maintains the professional dignity of the Village Manager's Office.
- d) _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback and guidance.
- e) _____ Exercises direction and control over all departments and divisions.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

9. FISCAL MANAGEMENT (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) _____ Presents a budget and budgetary recommendations in an intelligent and accessible format.
- b) _____ Presents a balanced budget to provide services to the community at a level directed by the Council.
- c) _____ Appropriately monitors and manages fiscal activities of the organization, to ensure that the best possible use of available funds is made, conscious of the need to operate the Village efficiently and effectively.
- d) _____ Oversees the various capital projects of the Village to ensure timely completion and within budget.
- e) _____ Have charge of the department of finance under his control and administer the financial affairs of the Village.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

10. COMMUNITY (Please attach a separate sheet if you wish to write a narrative response in addition to the score you have placed in any of the categories below. Specific examples may be utilized)

- a) _____ Ensures that employees display an attitude and feeling of helpfulness, courtesy and sensitivity with respect to contact with the public.
- b) _____ Promotes and provides information in response to public inquiries regarding activities, services or potential employment development with the Village.
- c) _____ Establishes and maintains a liaison with private organizations, service groups or individuals involved in areas of concern that relate to Village services or activities.
- d) _____ Cooperates with other regional, state and federal government agencies.
- e) _____ Fosters relationships with the community and maintains an image of the Village to the community that represents service, enthusiasm and professionalism.

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category.

.....
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TOTAL SCORE FOR ALL CATEGORIES = _____

VILLAGE MANAGER PERFORMANCE (Based on rating system above) = _____

.....

EMPLOYEE COMMENTS:

The employee's signature below certifies that the employee has had the opportunity to review and discuss the appraisal with the evaluator but does not necessarily mean the employee agrees with the appraisal.

Employee Signature Date

Human Resources Signature Date



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

February 10, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 5:30 p.m.

PRESENT: Mayor Don Horton, Vice Mayor Sharon Mahoney, Council Member Steve Friedman, Council Member Deb Gillis, Council Member Anna Richards

ABSENT:

II. PLEDGE OF ALLEGIANCE

Pasta Pantaleo led the Pledge of Allegiance.

III. AGENDA: Requests for Deletion / Emergency Additions

Tab 9 was deferred for additional staff research with Florida Commerce.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- A. Acceptance of "Keys to Life" Painting from Local Artist Pasta Pantaleo - Councilmember Anna Richards
Council Member Anna Richards introduced Pasta and thanked him for donating his "Keys to Life" painting. She presented him with a certificate of appreciation for his numerous contributions to the community.
- B. FKA Water Main Project Update — Aaron Cutler
FKA Water Project Manager Aaron Cutler presented an update on the transmission main replacement project. He noted they have advanced the MOT beyond the Tavernier Creek bridge, but there are still occasional lane closures during the nighttime operations.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- A. Land Acquisition Advisory Committee Report – Chair Greg Dully
Mr. Dully was not in attendance.
- B. Nearshore Water Regulations Committee Report - Vice Chair Roger Young
NSWR Committee Member Jason Richards provided an update on recent activities and initiatives of the Committee.

VI. MAYOR / COUNCIL COMMUNICATIONS

Mayor Don Horton recognized staff members with February birthdays. He reported on his experience at Florida Keys Day the past week in Tallahassee, noting a series of productive meetings.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick noted the Village recently collected \$180,000 in past-due fines on a code case.

Mr. Quick announced that an appeal of a quasi-judicial hearing for a denial of a short-term rental license was denied by the Court.

Village Manager Ron Saunders provided an update on the recent Charter Review Committee Meetings. Mayor Don Horton thanked the committee members and noted the next meeting would be held on February 18 at 5:30 p.m.

Village Attorney John Quick noted an upcoming call with entities in support of an Amicus brief in the Shands decision when Marathon files their response.

A. Update on Comp Plan

Planning Director Jennifer DeBoisbriand noted she had received a working draft for staff review. Able City was working on the final draft based on staff's input. She indicated she would post the draft when received. Public workshops would then be scheduled, followed by hearings with the LPA, and then the finalized version would be presented to Council for consideration.

Village Attorney John Quick noted the extended timeline for the comp plan worked in the Village's favor as it gave more time for the legislature to consider fix it bills for SB 180 and the remedies possibly be put in place.

VIII. PUBLIC COMMENT

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

Mayor Don Horton opened public comment.

Speakers included:

Ken Thomas

Lauri Hansen

Angela Sayre, representing Crustacean Plantation

Jodie Cerra, representing Florida Bay Forever

MCSO Captain Lissette Quintero introduced Lt. Mario Benedetti, who had recently been assigned to the Islamorada Substation.

Amy Collier

Joe Wischmeier

Terry Abel

There being no one else wishing to speak, Mayor Horton closed public comment.

Council directed staff to work towards a resolution regarding Florida Bay Forever's use of the Russell Cottage at Green Turtle Hammock Preserve.

IX. CONSENT AGENDA

Mayor Don Horton pulled Tab 4 until a future meeting.

Mayor Don Horton opened public comment.

There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve the removal of Tab 4 from the agenda item IX.
by Deb Gillis second by Anna Richards;

Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

A. Meeting Minutes: TAB 1

January 6, 2026 Regular Village Council Meeting

January 8, 2026 Land Use Village Council Meeting

B. Resolution Approving the Final Rankings and Recommendations of the RFP 25-07 Evaluation Committee for Selection of a Contractor for the Ron Levy Aquatic Center Door & Window Replacement Project TAB 2 Maria Bagiotti, Founders Park Director

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 25-07 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE RON LEVY AQUATIC CENTER DOOR & WINDOW REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES ; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

C. Resolution Approving Agreement with Accenture LLP, for FY 26-27 Assessment Consulting Services TAB 3 (Hatti Jenkins, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND ACCENTURE LLP FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER, AND SOLID WASTE COLLECTION SERVICES FOR THE FISCAL YEAR 2026–2027; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING

THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. **REMOVED FROM AGENDA** Resolution Approving New Turf And Landscape Maintenance Agreement with the Florida Department of Transportation **TAB 4** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A NEW TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NEW AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Fiscal Year 2025-2026 Purchases from Municipal Emergency Services for the Fire and Rescue **TAB 5** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2025-2026 EXPENDITURES WITH MUNICIPAL EMERGENCY SERVICES INC., FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE'S FIRE RESCUE EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Request for Authorization to Dispose of Surplus Asset- Mako Cascade Air Trailer **TAB 6** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE MAKO CASCADE AIR COMPRESSOR TRAILER AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE

- G. Request for Authorization to Dispose of Surplus Vehicle- 2010 Ford Expedition SUV **TAB 7** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DECLARING THE 2010 FORD EXPEDITION AS SURPLUS PROPERTY; AUTHORIZING DISPOSAL OF THE ASSET; AND PROVIDING AN EFFECTIVE DATE

- X. ****END OF CONSENT AGENDA****

RESOLUTIONS

- A. Resolution Ratifying Expenditures Incurred from Island Air Control, LLC. During the FY 25-26, Including the Emergency Replacement of the HVAC Systems for the Administration Building **TAB 8** A.J. Engelmeier, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PURCHASE FROM ISLAND AIR CONTROL FOR 3 HVAC SYSTEMS & RATIFYING EXPENDITURES INCURRED FROM ISLAND AIR CONTROL FOR PURCHASES TO DATE AND APPROVAL OF ADDITIONAL EXPENSES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.

There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.A. by Anna Richards second by Deb Gillis;

Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

ORDINANCES

- A. **REMOVED FROM AGENDA** Ordinance to Amend Chapter 30 Article V Division 2 Section 30-701 of the Village Code - **First Reading TAB 9** Jennifer DeBoisbriand , Planning Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS", ARTICLE V "SCHEDULE OF DISTRICT USE AND DEVELOPMENT STANDARDS", DIVISION 2 "ZONING DISTRICTS", SECTION 30-701 OF THE VILLAGE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE
- B. Ordinance Amending Chapter 66 "Operation of Vessels In Restricted Areas" of the Village Code to Modify the Starcks Wheel Ditch Slow Speed / Minimum Wake Zone - **First Reading TAB 10** Peter Frezza, Environmental Resources Manager

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 “WATERWAYS”, ARTICLE I “IN GENERAL”, SECTION 66-2 “OPERATION OF VESSELS IN RESTRICTED AREAS” OF THE VILLAGE CODE TO MODIFY THE STARCKS WHEEL DITCH SLOW SPEED / MINIMUM WAKE ZONE, AS FURTHER DESCRIBED ON EXHIBIT “B”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Environmental Resource Manager Peter Frezza noted that the FWC requested the Village to remove the coordinates from the original ordinance.

Mayor Don Horton opened public comment.

There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XII.B. by Steve Friedman second by Sharon Mahoney;
Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

QUASI-JUDICIAL

- A. Ordinance to Amend Future Land Use Map from Residential Medium to Mixed Use at the Property Located at 87469 Old Highway - **Second Reading TAB 11** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR JAIME AND MIKE SNYDER TO AMEND THE VILLAGE’S FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, AT 87469 OLD HIGHWAY LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00413300-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

Companion items - Tabs 11 and 12 were considered together with separate votes for each item.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - Staff

Council Member Deb Gillis - Ty Harris

Council Member Anna Richards - Ty Harris and Jamie Snyder

Vice Mayor Sharon Mahoney - Ty Harris

Mayor Don Horton - Ty Harris and Roger Young

Planning Director Jennifer DeBoisbriand introduced the items, noting the first reading was held and approved in November 2025. Florida Commerce reviewed with no objection.

Ty Harris, representing the applicant, introduced noting that the property was unknowingly rezoned from commercial use to residential when the Village was incorporated.

Mayor Horton called for testimony first from speakers in favor of the requests and then from those opposed:

In favor:
David Smith
Matt Turk

Opposed:
Tracie Hubbard

There being no one else wishing to provide testimony, Mayor Horton closed public testimony.

ACTION: Motion to Approve item XIII.A. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

- B.** Ordinance to Amend the Official Zoning Map From Residential Single Family to Highway Commercial at the Property Located at 87469 Old Highway - **Second Reading TAB 12** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF TY HARRIS PA, AGENT FOR JAIME AND MIKE SNYDER, TO AMEND THE OFFICIAL ZONING MAP FROM RESIDENTIAL SINGLE FAMILY (R-1) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY AT 87469 OLD HIGHWAY LOCATED ON PLANTATION KEY, WITH REAL ESTATE NUMBER 00413300-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

ACTION: Motion to Approve item XIII.B. by Deb Gillis second by Anna Richards;
Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

- C. Ordinance to Amend the Future Land Use Map from Public and Semi-Public Services to Mixed Use of Parcel 00402900-000000 - **First Reading TAB 13** Jennifer DeBoisbriand , Planning Director **AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.**

Tabs 13 and 14 were considered together.

Council was asked to disclose any ex parte communications:

Council Member Steve Friedman - staff

Council Member Deb Gillis - Spoke to Tony Hammon last time the item was discussed

Council Member Anna Richards - staff

Vice Mayor Sharon Mahoney - staff

Mayor Don Horton - Spoke to Tony Hammon last time the item was discussed

Planning Director Jennifer DeBoisbriand introduced the item, noting the LPA unanimously approved the request at its January 12 meeting.

Vice Mayor Sharon Mahoney noted she was the only member on the Council that bought this property and the intent was for it to be used for public purposes or housing. She expressed her wish to delay this request until the community suggested options at a Village-owned properties workshop.

Planning Director Jennifer DeBoisbriand noted that affordable housing was not allowed under the current zoning.

Mayor Horton called for testimony first from speakers in favor of the requests and then from those opposed:

In favor: none

Opposed: none

There being no one else wishing to provide testimony, Mayor Horton closed public

testimony.

ACTION: Motion to Approve item XIII.C. by Deb Gillis second by Anna Richards;

Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

- D. Ordinance to Amend the Zoning Map from Public and Semi-Public Services District to Highway Commercial District for Parcel 00402900-000000 - **First Reading TAB 14** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE OFFICIAL ZONING MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

ACTION: Motion to Approve item XIII.D. by Deb Gillis second by Anna Richards;

Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None

ABSTAIN: None

XIV. MOTIONS

- A. Motion to Change the Date of the August 18 Council Meeting **TAB 15** Marne McGrath, Village Clerk

Council canceled the August 18 Council Meeting, noting items for that meeting could be added to the August 20 Land Use Council Meeting, if necessary.

Mayor Don Horton opened public comment.

There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve to cancel the August 18th Council Meeting item XIV.A. by None second by None;

Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards

NAYS: None
ABSTAIN: None

XV. STATUS UPDATE/AFTER ACTION REPORT

A. February Status Report

Village Manager Ron Saunders summarized the report.

XVI. ADJOURNMENT

There being no further business, Mayor Don Horton adjourned the meeting at 07:23 p.m.

Marne McGrath, Village Clerk



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 10, 2026
SUBJECT: **Resolution Approving DEP Agreement No. KG012 between the Florida Department of Environmental Protection and the Village Relating to Funding through the Florida Keys Stewardship Act TAB 3**

Background:

On April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida. The Bill became effective July 1, 2016. Pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, nonrecurring funds in Specific Appropriation 1669 are provided to the Department of Environmental Protection ("FDEP") for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern. The grants finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects.

Regarding Stewardship Act funds, the Village and the other local governments within Monroe County agreed previously through each agency's respective lobbyists to continue to follow the Wastewater Funding Distribution [of Everglades Bonds] Schedule included in the State Wastewater Funding Distribution Agreement for "Year Two of Four" as passed and adopted by the Village Council through adoption of Resolution No. 13-02-08 at its regular meeting on February 28, 2013.

The State of Florida's FY 2025-26 budget allocated \$20 million for Florida Keys entities under the Stewardship Act. Previously, and on an annual basis, the Village was eligible for 17.5% of the available Stewardship Act funding. However, for FY 2025-2026, the FDEP opted to utilize an online portal system where eligible entities submitted grant applications for Stewardship Act funding. In 2025-26, the Village requested \$3.2 million for the Canal 145 restoration project through the portal system and have been awarded \$2 million. The Stewardship Act funding became available January 1, 2026, and staff are seeking authorization from the Council for use of these funds.

Analysis:

Using results from demonstration programs along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, Village staff are pursuing moving forward with a backfill restoration project at Canal #145 on Lower Matecumbe Key. Staff are recommending that Stewardship Act funds be utilized to cover the cost of this canal restoration project in the amount of \$2,000,000.

The DEP [Grant] Agreement No. KG012 attached as Exhibit 1 to the attached Resolution specifies the conditions and terms under which the Village would be reimbursed for costs incurred relating to the canal restoration project as described in Attachment 3 to the Agreement (the Grant Work Plan). The Grant Work Plan, which was developed and submitted by the Village's Environmental Resources Manager and Finance Department, was further revised by FDEP staff. The attached Resolution would authorize the Village Manager to sign the grant agreement on behalf of the Village.

Budget Impact:

Expenditures related to this project would be accounted for in the Capital Project Fund, and the grant proceeds would be recorded as an offsetting revenue source. Based upon the estimates of costs to be reimbursed and included in the Grant Work Plan, the Village would receive approximately \$2,000,000 in reimbursement for costs incurred from this project. This grant is expected to cover the full construction cost of the project.

Staff Impact:

Finance Department staff and the Environmental Resources Manager are acting in the capacity of Grant Managers for the Grantee, and staff would be responsible for providing and submitting the documentation specified in the Grant Agreement. Staff time on this project is expected to be three hours per week.

Recommendation:

It is recommended that the Village Council pass and adopt the attached Resolution, thereby approving DEP Agreement No. KG012.

- Attachments:**
1. Resolution_DEP Agrmt KG012 Approval_031026
 2. Exhibit 1_KG012 Agreement Draft

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING DEP AGREEMENT KG012 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE VILLAGE RELATED TO FLORIDA KEYS STEWARDSHIP ACT FUNDING; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 14, 2016, General Bill CS/CS/HB 447: Local Government Environmental Financing (the "Florida Keys Stewardship Act") was approved by the Governor of Florida, and became effective July 1, 2016; and

WHEREAS, pursuant to Chapter 2016-225, Section 6, Laws of Florida, FY 16-17, which established the Florida Keys Stewardship Act, the Florida Department of Environmental Protection ("FDEP") is administering a grant program for distribution of funds appropriated by the Florida Legislature in the State of Florida's FY 2025-2026 budgets; and

WHEREAS, for FY25-26, the Florida Legislature appropriated Twenty Million Dollars (\$20,000,000.00) in non-recurring general revenue funds towards the Florida Keys Stewardship Act; and

WHEREAS, Islamorada, Village of Islands (the "Village"), has \$2,000,000.00 available for water quality project-related cost reimbursement on projects started or for expenses incurred effective July 1, 2025; and

WHEREAS, FDEP and the Village desire to enter into DEP Agreement No. KG012 for distribution of FY 25-26 Florida Keys Stewardship Acts funds for the Canal #145 Backfill Restoration project; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to approve DEP Agreement No. KG012 through which the Village would receive reimbursement for the Canal #145 Backfill Restoration project included in the Grant Work Plan as set forth in the Agreement attached as Exhibit "1" hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves DEP Agreement No. KG012 between the Village and FDEP for the reimbursement of project costs, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Documents. The Village Manager is hereby designated as the authorized representative to execute the Agreement, which will become a binding obligation in accordance with its terms when signed by both parties. The Village Manager is authorized to represent the Village in carrying out the Village's responsibilities under the Agreement. The Village

Manager is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Agreement.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

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

Exhibit "1"

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

1. Project Title (Project): _____ Agreement Number: _____

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

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____

(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<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: \$

6. Department's Grant Manager Name: _____ Grantee's Grant Manager Name: _____
or successor or successor

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

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

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3: Grant Work Plan
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , 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 type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Sarah Louissaint, DEP Grant Manager

Kate Pace, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

Attachment 1

1 of 14

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:

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

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

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

21. Waiver.

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

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

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

25. Investing in America

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

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

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

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

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

- 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. KG012**

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 Canal 145 Lower Matecumbe Key Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<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. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

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

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

16. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Canal 145 Lower Matecumbe Key Restoration Project

PROJECT LOCATION: The Project will be located in Islamorada, Village of Islands within Monroe County; Lat/Long (24.8723, -80.7024). See Figure 1 for a location map.

PROJECT BACKGROUND: Residential canals constructed in Islamorada, Village of Islands (Grantee) were found to contain significant levels of water quality and biological degradation, impacting coastal nearshore waters. Water quality degradation not only presents aesthetic and ecological problems but also poses a threat to public health. For deep canals, water quality cannot be improved without reducing canal depth. Canal 145 is one of Islamorada's largest, most nutrient laden, and most dissolved oxygen deprived residential canals. Canal backfilling will be performed as part of the project to decrease the depth of the canal. This will result in increased oxygen levels, promote canal flushing and reduce stratification and dead zones.

PROJECT DESCRIPTION: The Grantee will remove approximately 4,500 cubic yards of organic matter/muck and backfill approximately 9,000 cubic yards of native fill material to raise the canal bottom to near six feet below the mean sea level within Canal 145.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$145,000 from Islamorada, Village of Islands. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

Task 1: Construction

Deliverables: The Grantee will construct Canal 145 Lower Matecumbe Key Restoration Project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$2,000,000	07/01/2025	04/30/2029
Total:			\$2,000,000		

Figure 1: Location Map



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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1550	\$2,000,000.00	141115
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,000,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 10, 2026
SUBJECT: **Resolution Approving Purchase and Installation of Green Turtle Hammock Nature Preserve Wi-Fi System TAB 4**

Background:

The Village has recently completed renovation and construction of new amenities at the Green Turtle Hammock Nature Preserve (“GTH”) on Upper Matecumbe Key. This included revitalization of the waterfront area of the park and the construction of a two-story pavilion that is being used for events. The new amenities, pavilion and attention brought to the GTH have increased the usage of the park, necessitating internet service throughout the park. To meet public demands and expectations and to accommodate the current usage of the park, dependable Wi-Fi service is needed. As such, the Village requested a cost proposal from Monifi Technology Group LLC (“Monifi”) to install the Wi-Fi service at the GTH, as shown in Exhibit “A”.

Analysis:

Monifi’s cost proposal for the installation of the Wi-Fi service at the GTH is \$16,670. Monifi is a local company that has the qualifications, has demonstrated timely response, and proven high-quality service to the Village. The Village currently has an existing services contract with Monifi, which supports maintaining uniform equipment standards across the Village Public Wi-Fi network, including at Founders Park and the marina. Monifi was the only firm that submitted a complete proposal during previous solicitations for bids for similar Wi-Fi installation services. Due to the lack of previous vendor response, current contract with Monifi, and Monifi’s demonstrated qualifications, a waiver of competitive bidding pursuant to Village procurement procedures is also requested.

Budget Impact:

The Village's Purchasing Ordinance and procedures require that contracts with or purchases from a vendor above \$25,000.00 in a single year must be approved by the Village Council. The Village Council has previously approved expenditures this fiscal year with Monifi that would result in an amount exceeding \$25,000 for 2025-26. The total not-to-exceed amount for this project is \$16,670.00, the cost of which has been included within the ‘Green Turtle Hammock Improvements’ account within the FY 2025-2026 Capital Project Fund.

Staff Impact:

The IT Department will oversee and coordinate the project to ensure proper installation and functionality. The Environmental Resources Manager will support monitoring efforts of the Wi-Fi service.

Recommendation:

It is recommended that the Village Council pass and adopt the attached Resolution, thereby approving the expenditure with Monifi. Staff further recommend that the Village Council approve the waiver of competitive bidding due to the current contract with Monifi, lack of vendor response and Monifi's demonstrated qualifications, local presence, and proven performance supporting Village infrastructure.

- Attachments:**
1. Resolution_GTH WiFi_Monifi 031026
 2. Ex. A_Monifi Estimate_signed

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF A WI-FI SYSTEM AT THE GREEN TURTLE HAMMOCK NATURE PRESERVE FROM MONIFI TECHNOLOGY GROUP; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has recently completed the construction of new amenities at the Village owned Green Turtle Hammock Nature Preserve, including a pavilion which is to be used as event space; and

WHEREAS, the new amenities and pavilion have significantly increased the public usage of the park which necessitates internet service at the park; and

WHEREAS, to meet the public expectations and to accommodate the planned usage of the park, dependable Wi-Fi service is needed; and

WHEREAS, Monifi Technology Group LLC ("Monifi") was the only firm that submitted a complete proposal during previous solicitations for bids for similar Wi-Fi installation services; and

WHEREAS, the Village currently has an existing services contract with Monifi, which supports maintaining uniform equipment standards across the Village Public WiFi network, including at Founders Park and the marina; and

WHEREAS, Monifi is a local company that has the qualifications, has demonstrated timely response, and proven high-quality service to the Village; and

WHEREAS, the Village Council finds that due to the lack of previous vendor response and Monifi's demonstrated qualifications, it is in the best interest of the Village to waive competitive

bidding pursuant to Village procurement procedures; and

WHEREAS, the total not-to-exceed amount for the project is \$16,670.00, the cost of which has been included within the 'Green Turtle Hammock Improvements' account within the FY 2025-2026 Capital Project Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Purchase. The Village Council hereby approves the purchase and installation of the Green Turtle Hammock Preserve Wi-Fi system, in a total amount not to exceed \$16,670.00.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the purchase.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are authorized to execute any required documents to effectuate the purchase.

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds from the Capital Project Fund in the amount of \$16,670.00.

Section 6. Waiver of Purchasing Provisions. The Village Council hereby approves the waiver of competitive bidding due to limited vendor response and Monifi Technology Group's demonstrated qualifications, prior performance for the Village, and the Village's existing services contract with Monifi Technology Group, which supports maintaining uniform equipment standards

across the Village Public WiFi network.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Don Horton _____
Vice Mayor Sharon Mahoney _____
Councilman Steve Friedman _____
Councilwoman Deb Gillis _____
Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

JOHN QUICK, VILLAGE ATTORNEY

Exhibit "A"

ESTIMATE

Monifi Technology Group, LLC.
82801 Overseas Hwy, unit 1439
Islamorada, FL 33036

accounts@monifi.tech
+1 (305) 922-2762
www.monifi.net



Bill to

Vince Tarves
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, FL 33037

Estimate details

Estimate no.: IV11013
Estimate date: 01/26/2026

Project Title: Green Turtle Hammock
Preserve

#	Product or service	Description	Qty	Rate	Amount
1.	Hardware	WIFI PRO ACCESS POINTS	2	\$350.00	\$700.00
2.	Hardware	WIFI CONTROLLER and GATEWAY	1	\$275.00	\$275.00
3.	Hardware	POE Adapter	1	\$45.00	\$45.00
4.	Hardware	500FT PRETERMED FIBER - SINGLE MODE 6 PAIR	1	\$750.00	\$750.00
5.	Hardware	8 Port POE Fiber Switch with SFP	2	\$450.00	\$900.00
6.	Services	Fiber Run from Office/House at the Front of Property to the Two Story Visitors building using Conduit - Includes Post and Outdoor Utility Boxes	1	\$12,500.00	\$12,500.00
7.	Services	Labor to Install and Configure Wifi Controller and Devices	10	\$150.00	\$1,500.00

Total

\$16,670.00

Accepted date

Accepted by



Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: March 10, 2026
SUBJECT: **Resolution Approving First Budget Amendment for FY 2025-2026 TAB 5**

Background:

On September 16, 2025, the Village Council approved the FY 2025-2026 budget through adoption of Resolution No. 25-09-86. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

The attached Resolution serves to memorialize Village Council approval for a first amendment to the FY 2025-2026 budget to reflect changes in the budget by line item based on activity in the fiscal year through January 31, 2026.

Analysis:

The “FY 25-26 Budget Amendment – Requested” column of Exhibit A presents line-item adjustments needed to align budgeted amounts with actual expenditures and revenues as of January 31, 2026.

During the budget preparation process, estimates of reserves are included for each fund. These estimates are preliminary and must be updated to actual amounts once those figures are known. For the FY 2025-2026 budget, the actual reserve amounts—whether fund balance for governmental funds or cash available for enterprise funds—will not be finalized until completion of the FY 2024-2025 audit. The midyear budget amendment incorporates reserve figures based on the preliminary September 30, 2025 trial balance, which is currently under audit. When the final audited numbers are issued, they will be incorporated into a subsequent budget amendment. The reserve amounts currently reflected provide an estimated projection of available balances as the Village prepares for the FY 2025-2026 budget cycle.

Key fund-level impacts include:

What changed (and why it matters)

001 – General Fund

- **No change** to total revenues, expenditures, or transfers. The Proposed column equals Adopted at the fund total.
- **Intra-fund reallocations (net \$0)** improve alignment to actual/operational needs:
 - **Village Manager:** add **Other Salaries & Wages +\$48,000**; offset **Overtime – \$48,000** (reclassification).
 - **Village Clerk: Professional Services +\$5,000**, offset **Dues & Subscriptions – \$5,000**.
 - **Finance: Professional Services –\$12,000; Other Expenses +\$12,000**.
 - **Public Works (Roadway): Freight & Postage +\$2,000, Operating Supplies – \$2,000**.

300 – Capital Projects Fund

- **Expenditures –\$9,000: Storage Building for Portable Generators** reduced by **\$9,000**; a small offsetting **\$9,000** “Capital Outlay – Village Manager” appears as a budget placeholder adjustment.

402 – Wastewater Enterprise Fund

- **Revenues +\$200,000: Wastewater Infrastructure Fees \$200K.**
- **Expenditures +\$200,000: increases Repairs & Maintenance \$200K.**

All other funds (101, 102, 103, 104, 107, 200, 401, 403)

- **No fund-total changes** in revenues or expenditures in the Proposed column relative to Adopted. (Transportation still shows the Freebee, roadway planning, and Public Works allocation as originally adopted; Solid Waste, Building, Debt Service, Marina, and Stormwater hold steady at the fund level.)

Budget Impact:

The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment.

Recommendation:

Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2025-2026 budget as presented.

- Attachments:**
1. Reso_FY25-26 Bgt Amend 013126_031026 RVCM
 2. Exhibit A FY25-26_Bgt Amend as of 01312026 RVCM

RESOLUTION NO. 26-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S
ADOPTED BUDGET FOR FISCAL YEAR 2025-2026; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2025-2026 by adoption of Resolution No. 25-09-86 on September 16, 2025; and

WHEREAS, pursuant to Section 6 of Resolution No. 25-09-86, the Village Manager is authorized to propose a resolution on a quarterly basis to amend the budget to reallocate department, category or line item budget allocations.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 25-09-86, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 25-09-86 for Fiscal Year 2025-2026 as shown on Exhibit 'A' attached hereto.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2025-2026 budget as of January 31, 2026.

PASSED AND ADOPTED this 10 day of March 2026.

Motion to adopt by _____ Seconded by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilwoman Deb Gillis _____

Councilman Steve Friedman _____

Councilwoman Anna Richards _____

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE AND
BENEFIT OF THE VILLAGE

JOHN J. QUICK, VILLAGE ATTORNEY

BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
			as of 1/31/2026	Favorable / (Unfavorable)	

Fund: 001 - General Fund

Fund Balance - Beginning, 10/1/2025

001-280-000	Fund Bal - Nonspendable	176,194.83	-	176,194.83	176,194.83	
001-281-001	Fund Bal - Restricted - MCSO Training	72,504.00	-	72,504.00	72,504.00	
001-282-002	Fund Bal - Committed - Landscape Mitigation	898,009.00	-	898,009.00	898,009.00	
001-283-000	Fund Bal - Assigned - Hurricane Response	7,097,666.00	-	7,097,666.00	7,097,666.00	
001-284-000	Fund Bal - Unassigned	5,896,582.20	-	5,896,582.20	5,896,582.20	
		14,140,956.03	-	14,140,956.03	14,140,956.03	

Revenues

Taxes

001-311-000	Ad Valorem Taxes	18,264,500.00	-	18,264,500.00	14,934,014.45	(3,330,485.55)	81.77%
001-315-000	Communication Services Tax	393,711.00	-	393,711.00	93,113.82	(300,597.18)	23.65%
		18,658,211.00	-	18,658,211.00	15,027,128.27	(3,631,082.73)	80.54%

Licenses & Permits

001-323-700	Franchise Fee - Solid Waste	950,000.00	-	950,000.00	275,951.09	(674,048.91)	29.05%
001-329-000	Other Permits, Fees & Special Assmts	4,300.00	-	4,300.00	1,500.00	(2,800.00)	34.88%
001-329-001	Vacation Rental Permit Fee	401,000.00	-	401,000.00	298,257.50	(102,742.50)	74.38%
001-329-005	BPAS Application Fee	1,000.00	-	1,000.00	-	(1,000.00)	0.00%
001-329-006	A-Frame Sign Registration Fee	4,000.00	-	-	650.00		
001-329-007	In Lieu of Landscape Mitigation Fee	75,000.00	-	75,000.00	24,979.57	(50,020.43)	33.31%
001-329-009	Foreclosure Registration Fee	1,000.00	-	1,000.00	-	(1,000.00)	0.00%
		1,436,300.00	-	1,432,300.00	601,338.16	(831,611.84)	41.98%

Intergovernmental

001-335-122	Monroe County Business Tax Distribution	35,000.00	-	35,000.00	4,482.66	(30,517.34)	12.81%
001-335-140	Mobile Home License Tax	2,000.00	-	2,000.00	1,022.12	(977.88)	51.11%
001-335-150	Alcoholic Beverage License Tax	25,000.00	-	25,000.00	2,475.17	(22,524.83)	9.90%
001-335-180	Local Government Half-Cent Sales Tax Program	1,756,372.00	-	1,756,372.00	313,975.26	(1,442,396.74)	17.88%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	10,000.00	3,000.00	(7,000.00)	30.00%
001-335-701	FDEP Surcharge Tax - Windley Key	7,500.00	-	7,500.00	1,650.32	(5,849.68)	22.00%
001-336-000	State Payments In Lieu Of Taxes	2,700.00	-	2,700.00	-	(2,700.00)	0.00%
001-337-701	TDC Beach Maintenance Agreement	99,000.00	-	99,000.00	-	(99,000.00)	0.00%
		1,937,572.00	-	1,937,572.00	326,605.53	(1,610,966.47)	16.86%

Fines & Forfeitures

001-354-000	Code Compliance Lien Payments	10,000.00	-	10,000.00	4,125.00	(5,875.00)	41.25%
001-359-001	MCSO Citation Payments	45,000.00	-	45,000.00	6,838.23	(38,161.77)	15.20%
001-359-002	MCSO Citations - Training Surcharge	4,000.00	-	4,000.00	583.88	(3,416.12)	14.60%
		59,000.00	-	59,000.00	11,547.11	(47,452.89)	19.57%

Charges for Services

001-329-003	Fire Inspection Fee	10,000.00	-	10,000.00	8,875.00	(1,125.00)	88.75%
001-329-004	Developmental Permit Application Fee	60,000.00	-	60,000.00	23,260.00	(36,740.00)	38.77%
001-329-008	Cost Recovery Revenue	25,000.00	-	25,000.00	-	(25,000.00)	0.00%
001-342-200	Special Event Fire Protection Fee	15,000.00	-	15,000.00	14,855.00	(145.00)	99.03%
001-342-401	Emergency Management Service Fee	280,000.00	-	280,000.00	66,909.30	(213,090.70)	23.90%
001-347-201	Park Entrance Fee	375,000.00	-	375,000.00	75,611.21	(299,388.79)	20.16%
001-347-501	Pool Entrance Fee	35,000.00	-	35,000.00	5,593.06	(29,406.94)	15.98%
001-347-502	Pool/Park Membership - Resident	20,000.00	-	20,000.00	1,808.34	(18,191.66)	9.04%
001-347-503	Pool/Park Membership - Non-Resident	20,000.00	-	20,000.00	5,427.77	(14,572.23)	27.14%
001-347-901	Recreation Camp Fee	55,000.00	-	55,000.00	-	(55,000.00)	0.00%
001-362-001	Park Facilities Rental Fee	45,000.00	-	45,000.00	18,978.60	(26,021.40)	42.17%
001-362-002	Pool Team Rental Fee	33,000.00	-	33,000.00	6,418.38	(26,581.62)	19.45%
001-362-003	Swim Instruction	90,000.00	-	90,000.00	19,510.00	(70,490.00)	21.68%
001-362-004	Dive Instruction	9,000.00	-	9,000.00	1,580.00	(7,420.00)	17.56%
001-362-005	Tennis Instruction	175,000.00	-	175,000.00	62,020.00	(112,980.00)	35.44%

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EXHIBIT A

		BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
		FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
001-362-006	Water Aerobics Instruction	24,000.00	-	24,000.00	5,614.00	(18,386.00)	23.39%
001-362-007	Synchronized Swim Instruction	22,000.00	-	22,000.00	3,380.00	(18,620.00)	15.36%
001-362-008	Freediving Instruction	6,000.00	-	6,000.00	1,200.00	(4,800.00)	20.00%
001-362-009	Fitness Instruction	30,000.00	-	30,000.00	17,880.00	(12,120.00)	59.60%
		1,329,000.00	-	1,329,000.00	338,920.66	(990,079.34)	25.50%
Interest & Miscellaneous							
001-361-000	Interest Revenue	750,000.00	-	750,000.00	238,692.43	(511,307.57)	31.83%
001-369-000	Miscellaneous Revenue	-	-	-	18,107.56	18,107.56	#DIV/0!
001-369-001	Retail Sales	1,200.00	-	1,200.00	474.37	(725.63)	39.53%
001-369-003	Impact Admin Fees	-	-	-	6,357.81	6,357.81	#DIV/0!
001-369-901	WEX Fuel Credit	4,500.00	-	4,500.00	762.64	(3,737.36)	16.95%
001-388-200	Insurance Proceeds	-	-	-	-	-	#DIV/0!
		760,700.00	-	760,700.00	266,253.77	(494,446.23)	35.00%
Transfers In							
001-381-000	Transfers In	84,000.00	-	84,000.00	-	(84,000.00)	0.00%
	Total Revenues	24,264,783.00	-	24,260,783.00	16,571,793.50	(7,689,639.50)	68.31%
Expenditures							
Village Council							
001-0100-511-11	Village Council Salaries	60,000.00	-	60,000.00	20,763.46	39,236.54	34.61%
001-0100-511-21	Payroll Taxes	4,600.00	-	4,600.00	1,530.00	3,070.00	33.26%
001-0100-511-31	Professional Services	175,500.00	-	175,500.00	58,000.00	117,500.00	33.05%
001-0100-511-40	Travel & Per Diem	20,000.00	-	20,000.00	3,116.39	16,883.61	15.58%
001-0100-511-41	Communications	4,200.00	-	4,200.00	785.37	3,414.63	18.70%
001-0100-511-48	PR / Advertising	85,000.00	-	85,000.00	57,261.30	27,738.70	67.37%
001-0100-511-51	Office Supplies & Expenses	3,500.00	-	3,500.00	912.80	2,587.20	26.08%
001-0100-511-54	Dues & Subscriptions	2,183.00	-	2,183.00	1,858.00	325.00	85.11%
001-0100-511-55	Training	6,500.00	-	6,500.00	50.00	6,450.00	0.77%
		361,483.00	-	361,483.00	144,277.32	217,205.68	39.91%
Village Attorney							
001-0200-514-31	Professional Services	700,000.00	-	700,000.00	124,791.07	575,208.93	17.83%
001-0200-514-41	Communications	2,200.00	-	2,200.00	605.80	1,594.20	27.54%
001-0200-514-51	Office Supplies & Expenses	150.00	-	150.00	-	150.00	0.00%
001-0200-514-54	Dues & Subscriptions	150.00	-	150.00	37.50	112.50	25.00%
		702,500.00	-	702,500.00	125,434.37	577,065.63	17.86%
Village Manager							
001-0300-512-12	Regular Salaries & Wages	599,898.00	-	599,898.00	180,877.70	419,020.30	30.15%
001-0300-512-13	Other Salaries & Wages	-	48,000.00	48,000.00	12,000.00	36,000.00	25.00%
001-0300-512-14	Overtime	50,500.00	(48,000.00)	2,500.00	83.08	2,416.92	3.32%
001-0300-512-21	Payroll Taxes	49,769.00	-	49,769.00	14,567.88	35,201.12	29.27%
001-0300-512-22	Retirement Contributions	122,586.00	-	122,586.00	54,525.27	68,060.73	44.48%
001-0300-512-23	Employee Insurance Premiums	99,927.00	-	99,927.00	49,902.41	50,024.59	49.94%
001-0300-512-31	Professional Services	153,500.00	-	153,500.00	65,660.00	87,840.00	42.78%
001-0300-512-40	Travel & Per Diem	6,900.00	-	6,900.00	986.00	5,914.00	14.29%
001-0300-512-41	Communications	6,460.00	-	6,460.00	2,316.06	4,143.94	35.85%
001-0300-512-42	Freight & Postage	600.00	-	600.00	96.73	503.27	16.12%
001-0300-512-46	Repair & Maintenance	81,000.00	-	81,000.00	-	81,000.00	0.00%
001-0300-512-48	PR / Advertising	10,000.00	-	10,000.00	2,447.40	7,552.60	24.47%
001-0300-512-49	Other Expenses	14,700.00	-	14,700.00	8,992.67	5,707.33	61.17%
001-0300-512-51	Office Supplies & Expenses	5,000.00	-	5,000.00	141.47	4,858.53	2.83%
001-0300-512-52	Operating Supplies	11,025.00	-	11,025.00	182.51	10,842.49	1.66%
001-0300-512-54	Dues & Subscriptions	54,065.00	-	54,065.00	11,672.63	42,392.37	21.59%
001-0300-512-55	Training	1,900.00	-	1,900.00	325.00	1,575.00	17.11%
		1,267,830.00	-	1,267,830.00	404,776.81	863,053.19	31.93%

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		FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
					as of 1/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Village Clerk</u>							
001-0400-512-12	Regular Salaries & Wages	178,111.00	-	178,111.00	57,203.53	120,907.47	32.12%
001-0400-512-14	Overtime	10,000.00	-	10,000.00	443.17	9,556.83	4.43%
001-0400-512-21	Payroll Taxes	14,391.00	-	14,391.00	4,241.68	10,149.32	29.47%
001-0400-512-22	Retirement Contributions	24,877.00	-	24,877.00	13,818.39	11,058.61	55.55%
001-0400-512-23	Employee Insurance Premiums	35,765.00	-	35,765.00	26,962.13	8,802.87	75.39%
001-0400-512-31	Professional Services	1,150.00	5,000.00	6,150.00	5,685.00	465.00	92.44%
001-0400-512-40	Travel & Per Diem	3,500.00	-	3,500.00	2,442.23	1,057.77	69.78%
001-0400-512-41	Communications	2,800.00	-	2,800.00	741.88	2,058.12	26.50%
001-0400-512-42	Freight & Postage	100.00	-	100.00	13.62	86.38	13.62%
001-0400-512-48	PR / Advertising	3,000.00	-	3,000.00	804.60	2,195.40	26.82%
001-0400-512-51	Office Supplies & Expenses	1,300.00	-	1,300.00	81.00	1,219.00	6.23%
001-0400-512-52	Operating Supplies	6,500.00	-	6,500.00	2,526.72	3,973.28	38.87%
001-0400-512-54	Dues & Subscriptions	34,400.00	(5,000.00)	29,400.00	8,080.58	21,319.42	27.48%
001-0400-512-55	Training	2,500.00	-	2,500.00	1,120.00	1,380.00	44.80%
		318,394.00	-	318,394.00	124,164.53	194,229.47	39.00%
<u>Finance</u>							
001-0500-513-12	Regular Salaries & Wages	325,148.00	-	325,148.00	104,975.52	220,172.48	32.29%
001-0500-513-14	Overtime	4,250.00	-	4,250.00	869.26	3,380.74	20.45%
001-0500-513-21	Payroll Taxes	25,260.00	-	25,260.00	7,593.01	17,666.99	30.06%
001-0500-513-22	Retirement Contributions	45,618.00	-	45,618.00	26,677.35	18,940.65	58.48%
001-0500-513-23	Employee Insurance Premiums	105,539.00	-	105,539.00	45,002.58	60,536.42	42.64%
001-0500-513-24	Workers' Compensation	131,399.00	-	131,399.00	65,699.44	65,699.56	50.00%
001-0500-513-31	Professional Services	170,910.00	(12,000.00)	158,910.00	50,194.00	108,716.00	31.59%
001-0500-513-32	Accounting & Auditing Services	57,300.00	-	57,300.00	13,475.00	43,825.00	23.52%
001-0500-513-40	Travel & Per Diem	10,000.00	-	10,000.00	177.46	9,822.54	1.77%
001-0500-513-41	Communications	2,800.00	-	2,800.00	741.88	2,058.12	26.50%
001-0500-513-42	Freight & Postage	1,900.00	-	1,900.00	618.82	1,281.18	32.57%
001-0500-513-43	Utilities	39,600.00	-	39,600.00	13,380.39	26,219.61	33.79%
001-0500-513-44	Rentals & Leases	3,950.00	-	3,950.00	330.00	3,620.00	8.35%
001-0500-513-45	Insurance	615,000.00	-	615,000.00	284,599.98	330,400.02	46.28%
001-0500-513-48	PR / Advertising	2,100.00	-	2,100.00	-	2,100.00	0.00%
001-0500-513-49	Other Expenses	4,000.00	12,000.00	16,000.00	16,087.82	(87.82)	100.55%
001-0500-513-51	Office Supplies & Expenses	7,500.00	-	7,500.00	627.36	6,872.64	8.36%
001-0500-513-54	Dues & Subscriptions	27,185.00	-	27,185.00	22,250.33	4,934.67	81.85%
001-0500-513-55	Training	4,500.00	-	4,500.00	-	4,500.00	0.00%
		1,583,959.00	-	1,583,959.00	653,300.20	930,658.80	41.24%
<u>Planning</u>							
001-0600-515-12	Regular Salaries & Wages	672,912.00	-	672,912.00	188,280.79	484,631.21	27.98%
001-0600-515-14	Overtime	3,200.00	-	3,200.00	432.46	2,767.54	13.51%
001-0600-515-21	Payroll Taxes	51,723.00	-	51,723.00	14,054.11	37,668.89	27.17%
001-0600-515-22	Retirement Contributions	94,087.00	-	94,087.00	45,542.65	48,544.35	48.40%
001-0600-515-23	Employee Insurance Premiums	141,170.00	-	141,170.00	15,761.24	125,408.76	11.16%
001-0600-515-31	Professional Services	54,500.00	-	54,500.00	497.00	54,003.00	0.91%
001-0600-515-40	Travel & Per Diem	9,000.00	-	9,000.00	494.05	8,505.95	5.49%
001-0600-515-41	Communications	4,800.00	-	4,800.00	1,329.67	3,470.33	27.70%
001-0600-515-42	Freight & Postage	3,000.00	-	3,000.00	1,305.00	1,695.00	43.50%
001-0600-515-48	PR / Advertising	10,000.00	-	10,000.00	4,326.96	5,673.04	43.27%
001-0600-515-51	Office Supplies & Expenses	5,000.00	-	5,000.00	374.83	4,625.17	7.50%
001-0600-515-52	Operating Supplies	50,000.00	-	50,000.00	401.96	49,598.04	0.80%
001-0600-515-54	Dues & Subscriptions	45,900.00	-	45,900.00	40,378.54	5,521.46	87.97%
001-0600-515-55	Training	10,000.00	-	10,000.00	1,178.30	8,821.70	11.78%
		1,155,292.00	-	1,155,292.00	314,357.56	840,934.44	27.21%
<u>IT & Communications</u>							
001-0700-519-12	Regular Salaries & Wages	261,736.00	-	261,736.00	110,230.38	151,505.62	42.12%
001-0700-519-13	Overtime	5,000.00	-	5,000.00	603.13	4,396.87	
001-0700-519-21	Payroll Taxes	20,405.00	-	20,405.00	8,190.66	12,214.34	40.14%

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001-0700-519-22	Retirement Contributions	36,722.00	-	36,722.00	26,133.49	10,588.51	71.17%
001-0700-519-23	Employee Insurance Premiums	68,361.00	-	68,361.00	(6,271.60)	74,632.60	-9.17%
001-0700-519-31	Professional Services	222,000.00	-	222,000.00	42,310.00	179,690.00	19.06%
001-0700-519-40	Travel & Per Diem	5,000.00	-	5,000.00	2,076.12	2,923.88	41.52%
001-0700-519-41	Communications	52,600.00	-	52,600.00	15,452.65	37,147.35	29.38%
001-0700-519-44	Rentals & Leases	3,800.00	-	3,800.00	1,701.10	2,098.90	44.77%
001-0700-519-46	Repair & Maintenance	12,000.00	-	12,000.00	-	12,000.00	0.00%
001-0700-519-51	Office Supplies	3,500.00	-	3,500.00	258.69	3,241.31	7.39%
001-0700-519-52	Operating Supplies	25,000.00	-	25,000.00	59.97	24,940.03	0.24%
001-0700-519-54	Dues & Subscriptions	196,700.00	-	196,700.00	92,827.19	103,872.81	47.19%
001-0700-519-55	Training	11,000.00	-	11,000.00	1,000.00	10,000.00	9.09%
		923,824.00	-	923,824.00	294,571.78	629,252.22	31.89%
Local Law Enforcement (MCSO)							
001-0800-521-12	Regular Salaries & Wages	62,757.00	-	62,757.00	19,964.44	42,792.56	31.81%
001-0800-521-14	Overtime	750.00	-	750.00	254.78	495.22	33.97%
001-0800-521-21	Payroll Taxes	4,858.00	-	4,858.00	1,399.45	3,458.55	28.81%
001-0800-521-22	Retirement Contributions	8,805.00	-	8,805.00	4,892.30	3,912.70	55.56%
001-0800-521-23	Employee Insurance Premiums	34,914.00	-	34,914.00	(11,727.29)	46,641.29	-33.59%
001-0800-521-31	Professional Services (MCSO Contract)	3,474,321.00	-	3,474,321.00	579,053.50	2,895,267.50	16.67%
001-0800-521-40	Travel & Per Diem	500.00	-	500.00	-	500.00	0.00%
001-0800-521-41	Communications	7,400.00	-	7,400.00	2,229.16	5,170.84	30.12%
001-0800-521-42	Freight & Postage	50.00	-	50.00	0.74	49.26	1.48%
001-0800-521-46	Repair & Maintenance	4,000.00	-	4,000.00	2,067.46	1,932.54	51.69%
001-0800-521-51	Office Supplies & Expenses	1,000.00	-	1,000.00	154.28	845.72	15.43%
001-0800-521-52	Operating Supplies	90,000.00	-	90,000.00	21,515.99	68,484.01	23.91%
001-0800-521-54	Dues & Subscriptions	3,700.00	-	3,700.00	2,762.50	937.50	74.66%
		3,693,055.00	-	3,693,055.00	622,567.31	3,070,487.69	16.86%
Fire Rescue							
001-0900-522-12	Regular Salaries & Wages	3,861,972.00	-	3,861,972.00	1,407,254.92	2,454,717.08	36.44%
001-0900-522-13	Other Salaries & Wages	283,378.00	-	283,378.00	104,319.70	179,058.30	36.81%
001-0900-522-14	Overtime	505,543.00	-	505,543.00	110,828.21	394,714.79	21.92%
001-0900-522-21	Payroll Taxes	349,659.00	-	349,659.00	118,624.51	231,034.49	33.93%
001-0900-522-22	Retirement Contributions	1,581,978.00	-	1,581,978.00	952,983.00	628,995.00	60.24%
001-0900-522-23	Employee Insurance Premiums	998,796.00	-	998,796.00	142,342.87	856,453.13	14.25%
001-0900-522-31	Professional Services	199,000.00	-	199,000.00	61,048.64	137,951.36	30.68%
001-0900-522-40	Travel & Per Diem	25,000.00	-	25,000.00	3,272.41	21,727.59	13.09%
001-0900-522-41	Communications	58,900.00	-	58,900.00	17,225.31	41,674.69	29.25%
001-0900-522-42	Freight & Postage	2,000.00	-	2,000.00	13.80	1,986.20	0.69%
001-0900-522-43	Utilities	43,000.00	-	43,000.00	12,466.63	30,533.37	28.99%
001-0900-522-44	Rentals & Leases	190,102.00	-	190,102.00	190,101.60	-	-
001-0900-522-45	Insurance	40,000.00	-	40,000.00	34,851.57	5,148.43	87.13%
001-0900-522-46	Repair & Maintenance	360,500.00	-	360,500.00	92,753.89	267,746.11	25.73%
001-0900-522-48	PR / Advertising	1,000.00	-	1,000.00	-	1,000.00	0.00%
001-0900-522-49	Other Expenses	4,000.00	-	4,000.00	181.74	3,818.26	4.54%
001-0900-522-51	Office Supplies & Expenses	4,000.00	-	4,000.00	463.62	3,536.38	11.59%
001-0900-522-52	Operating Supplies	348,484.00	-	348,484.00	97,551.70	250,932.30	27.99%
001-0900-522-54	Dues & Subscriptions	61,300.00	-	61,300.00	39,820.33	21,479.67	64.96%
001-0900-522-55	Training	40,000.00	-	40,000.00	4,250.00	35,750.00	10.63%
		8,958,612.00	-	8,958,612.00	3,390,354.45	5,568,257.15	37.84%
Code Compliance							
001-1100-524-12	Regular Salaries & Wages	141,322.00	-	141,322.00	43,638.69	97,683.31	30.88%
001-1100-524-14	Overtime	1,125.00	-	1,125.00	93.39	1,031.61	8.30%
001-1100-524-21	Payroll Taxes	10,867.00	-	10,867.00	3,125.91	7,741.09	28.77%
001-1100-524-22	Retirement Contributions	19,603.00	-	19,603.00	12,494.08	7,108.92	63.74%
001-1100-524-23	Employee Insurance Premiums	45,833.00	-	45,833.00	(6,353.57)	52,186.57	-13.86%
001-1100-524-31	Professional Services	11,000.00	-	11,000.00	37.00	10,963.00	0.34%
001-1100-524-40	Travel & Per Diem	6,000.00	-	6,000.00	1,975.47	4,024.53	32.92%

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	FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget					
						as of 1/31/2026	Favorable / (Unfavorable)	
001-1100-524-41	Communications	-	4,000.00	-	4,000.00	1,259.45	2,740.55	31.49%
001-1100-524-42	Freight & Postage	-	2,500.00	-	2,500.00	844.87	1,655.13	33.79%
001-1100-524-51	Office Supplies	-	2,500.00	-	2,500.00	190.98	2,309.02	7.64%
001-1100-524-52	Operating Supplies	-	5,000.00	-	5,000.00	2,231.07	2,768.93	44.62%
001-1100-524-54	Dues & Subscriptions	-	30,450.00	-	30,450.00	9,445.89	21,004.11	31.02%
001-1100-524-55	Training	-	6,000.00	-	6,000.00	700.00	5,300.00	11.67%
			286,200.00	-	286,200.00	69,683.23	216,516.77	24.35%
<u>Public Works - Roadway Maintenance</u>								
001-1200-541-12	Regular Salaries & Wages	-	815,690.00	-	815,690.00	252,109.18 *	563,580.82	30.91%
001-1200-541-14	Overtime	-	18,250.00	-	18,250.00	6,314.06 *	11,935.94	34.60%
001-1200-541-21	Payroll Taxes	-	63,796.00	-	63,796.00	19,110.89 *	44,685.11	29.96%
001-1200-541-22	Retirement Contributions	-	114,441.00	-	114,441.00	68,094.52 *	46,346.48	59.50%
001-1200-541-23	Life & Health Insurance	-	290,889.00	-	290,889.00	121,773.39 *	169,115.61	41.86%
001-1200-541-31	Professional Services	-	50,000.00	-	50,000.00	-	50,000.00	
001-1200-541-40	Travel & Per Diem	-	5,000.00	-	5,000.00	55.03 *	4,944.97	1.10%
001-1200-541-41	Communications	-	16,400.00	-	16,400.00	4,259.65 *	12,140.35	25.97%
001-1200-541-42	Freight & Postage	2,000.00	-	2,200.00	-	1,677.44	522.56	
001-1200-541-43	Utilities	-	82,000.00	-	82,000.00	30,956.05 *	51,043.95	37.75%
001-1200-541-44	Rentals & Leases	-	9,000.00	-	9,000.00	315.76 *	8,684.24	3.51%
001-1200-541-46	Repair & Maintenance	-	271,500.00	-	271,500.00	72,650.15	198,849.85	26.76%
001-1200-541-48	PR/Advertising	-	500.00	-	500.00	-	500.00	
001-1200-541-51	Office Supplies	-	2,500.00	-	2,500.00	65.75 *	2,434.25	2.63%
001-1200-541-52	Operating Supplies	(2,000.00)	165,000.00	-	163,000.00	28,934.02 *	134,065.98	17.75%
001-1200-541-54	Dues & Subscriptions	-	17,000.00	-	17,000.00	824.00 *	16,176.00	4.85%
001-1200-541-55	Training	-	3,500.00	-	3,500.00	698.00 *	2,802.00	19.94%
001-1200-541-99	Allocation to Transportation Fund	-	1,135,008.00	-	1,135,008.00	-	1,135,008.00	0.00%
			3,060,674.00	-	3,060,674.00	607,837.89	2,452,836.11	19.86%
<u>Parks & Recreation</u>								
001-1300-572-12	Regular Salaries & Wages	-	1,326,135.00	-	1,326,135.00	335,514.14	990,620.86	25.30%
001-1300-572-13	Other Salaries & Wages	-	57,929.00	-	57,929.00	3,767.53	54,161.47	6.50%
001-1300-572-14	Overtime	-	40,350.00	-	40,350.00	10,741.96	29,608.04	26.62%
001-1300-572-21	Payroll Taxes	-	108,968.00	-	108,968.00	26,176.97	82,791.03	24.02%
001-1300-572-22	Retirement Contributions	-	154,489.00	-	154,489.00	69,324.94	85,164.06	44.87%
001-1300-572-23	Employee Insurance Premiums	-	330,425.00	-	330,425.00	116,665.44	213,759.56	35.31%
001-1300-572-31	Professional Services	-	390,800.00	-	390,800.00	121,578.30	269,221.70	31.11%
001-1300-572-40	Travel & Per Diem	-	4,000.00	-	4,000.00	7.77	3,992.23	0.19%
001-1300-572-41	Communications	-	22,046.00	-	22,046.00	7,296.54	14,749.46	33.10%
001-1300-572-42	Freight & Postage	-	400.00	-	400.00	11.84	388.16	2.96%
001-1300-572-43	Utilities	-	381,000.00	-	381,000.00	175,023.85	205,976.15	45.94%
001-1300-572-44	Rentals & Leases	-	1,500.00	-	1,500.00	1,081.57	418.43	72.10%
001-1300-572-46	Repair & Maintenance	-	110,000.00	-	110,000.00	30,461.78	79,538.22	27.69%
001-1300-572-48	PR / Advertising	-	5,500.00	-	5,500.00	1,628.00	3,872.00	29.60%
001-1300-572-51	Office Supplies & Expenses	-	8,500.00	-	8,500.00	1,146.15	7,353.85	13.48%
001-1300-572-52	Operating Supplies	-	218,000.00	-	218,000.00	43,998.02	174,001.98	20.18%
001-1300-572-54	Dues & Subscriptions	-	17,200.00	-	17,200.00	12,981.54	4,218.46	75.47%
001-1300-572-55	Training	-	5,000.00	-	5,000.00	669.50	4,330.50	13.39%
001-1300-574-49	Special Events	-	75,000.00	-	75,000.00	33,543.33	41,456.67	44.72%
			3,257,242.00	-	3,257,242.00	991,619.17	2,265,622.83	30.44%
<u>Transfers Out</u>								
001-9000-581-01	Transfer to Transportation Fund (103)	-	1,114,853.00	-	1,114,853.00	-	1,114,853.00	0.00%
001-9000-581-06	Transfer to Debt Service Fund (200)	-	305,000.00	-	305,000.00	301,402.14	3,597.86	98.82%
001-9000-581-08	Transfer to Capital Projects Fund (300)	-	250,000.00	-	250,000.00	-	250,000.00	0.00%
	<i>General Purchases</i>	-	-	-	-	-	-	
	<i>Landscape Mitigation</i>	-	250,000.00	-	250,000.00	-	-	
			1,669,853.00	-	1,669,853.00	301,402.14	1,368,450.86	18.05%
Total Expenditures			27,238,918.00	-	27,238,918.00	8,044,346.76	19,194,570.84	29.53%

	BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
	FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
REVENUES OVER/(UNDER) EXPENDITURES	(2,974,135.00)	-	(2,978,135.00)	8,527,446.74		
<i>Addition to / (Use of) Fund Balance</i>				1,709,621.45		

Fund Balance - Ending, 9/30/2026 (Projected)

001-280-000	Fund Bal - Nonspendable	176,194.83	-	176,194.83	121,592.29
001-281-001	Fund Bal - Restricted - MCSO Training	76,004.00	-	76,004.00	73,087.88
001-282-002	Fund Bal - Committed - Landscape Mitigation	723,009.00	-	723,009.00	922,988.57
001-283-000	Fund Bal - Assigned - Hurricane Response	6,976,215.00	-	6,976,215.00	8,171,675.40
001-284-000	Fund Bal - Unassigned	3,215,398.20	-	3,215,398.20	13,379,058.63
		11,166,821.03	-	11,166,821.03	22,668,402.77

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 101 - Impact Fee Fund

Fund Balance - Beginning, 10/1/2025

101-282-000	Fund Bal - Committed - Transportation Imp Fees	520,216.17		520,216.17	520,216.17
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	387,736.64		387,736.64	387,736.64
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,037,846.13		1,037,846.13	1,037,846.13
		1,945,798.94	-	1,945,798.94	1,945,798.94

Revenues

101-324-110	Impact Fees - Fire Rescue - Residential	30,000.00		30,000.00	11,002.98	(18,997.02)	36.68%
101-324-120	Impact Fees - Fire Rescue - Commercial	-		-	3,734.88	3,734.88	#DIV/0!
101-324-310	Impact Fees - Transportation - Residential	40,000.00		40,000.00	10,533.18	(29,466.82)	26.33%
101-324-320	Impact Fees - Transportation - Commercial	-		-	-	-	#DIV/0!
101-324-610	Impact Fees - Parks & Recreation - Residential	150,000.00		150,000.00	38,872.45	(111,127.55)	25.91%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-		-	-	-	#DIV/0!
101-361-000	Interest Revenue	75,000.00		75,000.00	15,591.47	(59,408.53)	20.79%
	Total Revenues	295,000.00	-	295,000.00	79,734.96	(215,265.04)	27.03%

Expenditures

101-9000-581-91	Transfer to Cap Proj Fund	840,589.00		840,589.00	-	840,589.00	0.00%
	<i>Parks & Rec (GTH Improvements)</i>	<i>213,360.00</i>	<i>-</i>	<i>213,360.00</i>			
	<i>Parks & Rec (Playground/Beach Project)</i>	<i>152,229.00</i>	<i>-</i>	<i>152,229.00</i>			
	<i>Fire Rescue-Generator Storage Building</i>	<i>475,000.00</i>	<i>-</i>	<i>475,000.00</i>			
	Total Expenditures	840,589.00	-	840,589.00	-	840,589.00	0.00%
	REVENUES OVER/(UNDER) EXPENDITURES	(545,589.00)	-	(545,589.00)	79,734.96		
	<i>Addition to / (Use of) Fund Balance</i>				<i>(772,671.02)</i>		

Fund Balance - Ending, 9/30/2026 (Projected)

101-282-000	Fund Bal - Committed - Transportation Imp Fees	560,216.17		560,216.17	530,749.35
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	(57,263.36)		417,736.64	402,474.50
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	897,257.13		897,257.13	1,076,718.58
		1,400,209.94	-	1,875,209.94	2,009,942.43

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 102 - Solid Waste Fund

Fund Balance - Beginning, 10/1/2025

102-282-000	Fund Bal - Committed	19,942.27	-	19,942.27	19,942.27	
		<u>19,942.27</u>	<u>-</u>	<u>19,942.27</u>	<u>19,942.27</u>	

Revenues

102-325-101	Assessment Revenue	2,188,030.00	-	2,188,030.00	1,847,930.62	(340,099.38)	84.46%
102-361-000	Interest Revenue	5,000.00	-	5,000.00	6,857.37	1,857.37	137.15%
102-381-001	Transfer from General Fund	315,958.00	-	315,958.00	-	(315,958.00)	0.00%
	Total Revenues	<u>2,508,988.00</u>	<u>-</u>	<u>2,508,988.00</u>	<u>1,854,787.99</u>	<u>(654,200.01)</u>	<u>73.93%</u>

Expenditures

102-1200-534-12	Regular Salaries & Wages	15,081.00	-	15,081.00	4,806.12	10,274.88	31.87%
102-1200-534-21	Payroll Taxes	1,154.00	-	1,154.00	361.41	792.59	31.32%
102-1200-534-22	Retirement Contributions	2,116.00	-	2,116.00	523.46	1,592.54	24.74%
102-1200-534-23	Employee Insurance Premiums	1,303.00	-	1,303.00	86.92	1,216.08	6.67%
102-1200-534-24	Workers' Comp Insurance	185.00	-	185.00	92.46	92.54	49.98%
102-1200-534-31	Professional Services	6,000.00	-	6,000.00	-	6,000.00	0.00%
102-1200-534-43	Solid Waste (Utility) Services	2,482,435.00	-	2,482,435.00	817,602.97	1,664,832.03	32.94%
1021200-534-45	Insurance	215.00	-	215.00	107.42	107.58	49.96%
102-1200-534-48	Legal Advertisements	500.00	-	500.00	-	500.00	0.00%
	Total Expenditures	<u>2,508,989.00</u>	<u>-</u>	<u>2,508,989.00</u>	<u>823,580.76</u>	<u>1,685,408.24</u>	<u>32.83%</u>

REVENUES OVER/(UNDER) EXPENDITURES	(1.00)	-	(1.00)	1,031,207.23
<i>Addition to / (Use of) Fund Balance</i>				16,572.58

Fund Balance - Ending, 9/30/2026 (Projected)

102-282-000	Fund Bal - Committed	19,941.27	-	19,941.27	1,051,149.50
		<u>19,941.27</u>	<u>-</u>	<u>19,941.27</u>	<u>1,051,149.50</u>

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 103 - Transportation Fund

Fund Balance - Beginning, 10/1/2025

103-281-001	Fund Bal - Restricted	40,510.73	-	40,510.73	40,510.73	
		40,510.73	-	40,510.73	40,510.73	

Revenues

103-312-410	1st Local Option Fuel Tax	275,000.00	-	275,000.00	61,550.92	(213,449.08)	22.38%
103-312-420	2nd Local Option Fuel Tax	199,000.00	-	199,000.00	43,040.73	(155,959.27)	21.63%
103-334-002	FDOT Transit Development Grant	276,665.00	-	276,665.00	69,165.00		
103-334-420	FDOT Maintenance Contract	65,000.00	-	65,000.00	16,411.00	(48,589.00)	25.25%
103-335-120	State Revenue Sharing - Municipal Fuel	506,169.00	-	506,169.00	120,481.82	(385,687.18)	23.80%
103-338-000	MoCo ILA-Supplemental Gas Tax	22,000.00	-	22,000.00	-	(22,000.00)	0.00%
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,114,853.00	-	1,114,853.00	-	(1,114,853.00)	0.00%
	Total Revenues	2,458,687.00	-	2,458,687.00	310,649.47	(825,684.53)	12.63%

Expenditures

103-1200-541-01	Freebee Ridesharing Services	553,330.00	-	553,330.00	184,440.00	368,890.00	33.33%
103-1200-541-03	Pavement Conditions Assessment	250,000.00	-	250,000.00	44,066.01	205,933.99	17.63%
103-1200-541-99	Public Works Roadways Allocation	1,135,008.07	-	1,135,008.07	-	1,135,008.07	0.00%
		1,938,338.07	-	1,938,338.07	228,506.01	1,709,832.06	11.79%
103-1200-581-01	Transfer to Govtl DS Fund	535,000.00	-	535,000.00	-	535,000.00	0.00%
	Total Expenditures	2,473,338.07	-	2,473,338.07	228,506.01	2,244,832.06	9.24%

REVENUES OVER/(UNDER) EXPENDITURES	(14,651.07)	-	(14,651.07)	82,143.46		
<i>Addition to / (Use of) Fund Balance</i>				<i>131,281.08</i>		

Fund Balance - Ending, 9/30/2026 (Projected)

103-281-001	Fund Bal - Restricted	25,859.66	-	25,859.66	122,654.19	
		25,859.66	-	25,859.66	122,654.19	

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 104 - Affordable Housing Fund

Fund Balance - Beginning, 10/1/2025

104-282-000	Fund Bal - Committed	1,485,769.91	-	1,485,769.91	1,485,769.91	
		1,485,769.91	-	1,485,769.91	1,485,769.91	

Revenues

104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	-	100,000.00	28,756.53	(71,243.47)	28.76%
104-324-420	Impact Fees - Affordable Housing - Commercial	-	-	-	9,376.50	9,376.50	
104-361-000	Interest Revenue	75,000.00	-	75,000.00	25,482.61	(49,517.39)	33.98%
104-383-001	Aff Hsng Lease Proceeds	6,500.00	-	6,500.00	-	(6,500.00)	0.00%
	Total Revenues	181,500.00	-	181,500.00	63,615.64	(117,884.36)	35.05%

Expenditures

104-0000-554-83	Grants & Aids to Private Citizens	60,000.00	-	60,000.00	50,000.00	10,000.00	83.33%
		60,000.00	-	60,000.00	50,000.00	10,000.00	
	Total Expenditures	60,000.00	-	60,000.00	50,000.00	10,000.00	83.33%

REVENUES OVER/(UNDER) EXPENDITURES	121,500.00	-	121,500.00	13,615.64	(1,499,385.55)	
<i>Addition to / (Use of) Fund Balance</i>						

Fund Balance - Ending, 9/30/2026 (Projected)

104-282-000	Fund Bal - Committed	1,607,269.91	-	1,607,269.91	1,499,385.55	
		1,607,269.91	-	1,607,269.91	1,499,385.55	

BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
			as of 1/31/2026	Favorable / (Unfavorable)	

Fund 107 - Building Fund

Fund Balance - Beginning, 10/1/2025

107-280-000	Fund Bal - Nonspendable	41,756.77	41,756.77	41,756.77
107-281-000	Fund Bal - Restricted - Other Bldg Activities	576,491.22	541,868.22	541,868.22
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	295,872.36	293,372.36	293,372.36
		914,120.35	876,997.35	876,997.35

Revenues

107-316-000	Contractor Registration Fees	27,500.00	-	27,500.00	6,490.00	(21,010.00)	23.60%
107-322-000	Building Permit Fees	1,980,000.00	-	1,980,000.00	501,524.94	(1,478,475.06)	25.33%
107-361-000	Interest Revenue	25,000.00	-	25,000.00	5,072.27	(19,927.73)	20.29%
	Total Revenues	2,032,500.00	-	2,032,500.00	513,087.21	(1,519,412.79)	25.24%

Expenditures

107-1000-524-12	Regular Salaries & Wages	676,087.00	-	676,087.00	192,217.40	483,869.60	28.43%
107-1000-524-14	Overtime	10,025.00	-	10,025.00	497.32	9,527.68	4.96%
107-1000-524-21	Payroll Taxes	52,504.00	-	52,504.00	14,002.79	38,501.21	26.67%
107-1000-524-22	Retirement Plan Contributions	100,464.00	-	100,464.00	43,036.14	57,427.86	42.84%
107-1000-524-23	Employee Insurance Benefits	156,309.00	-	156,309.00	20,419.55	135,889.45	13.06%
107-1000-524-24	Workers' Compensation	9,288.00	-	9,288.00	4,644.08	4,643.92	50.00%
107-1000-524-31	Professional Services	695,000.00	(1,000.00)	694,000.00	160,366.49	533,633.51	23.11%
107-1000-524-40	Travel & Per Diem	10,000.00	-	10,000.00	3,439.52	6,560.48	34.40%
107-1000-524-41	Communications	8,200.00	-	8,200.00	1,640.57	6,559.43	20.01%
107-1000-524-42	Freight & Postage	2,500.00	-	2,500.00	-	2,500.00	0.00%
107-1000-524-45	Insurance	14,000.00	-	14,000.00	5,980.88	8,019.12	42.72%
107-1000-524-46	Repair & Maintenance	2,000.00	1,000.00	3,000.00	2,569.84	430.16	85.66%
107-1000-524-48	PR / Advertising	2,500.00	-	2,500.00	-	2,500.00	0.00%
107-1000-524-51	Office Supplies & Other Expenses	2,000.00	-	2,000.00	345.64	1,654.36	17.28%
107-1000-524-52	Operating Supplies	6,500.00	-	6,500.00	2,026.10	4,473.90	31.17%
107-1000-524-54	Dues & Subscriptions	101,500.00	-	101,500.00	49,439.67	52,060.33	48.71%
107-1000-524-55	Training	7,500.00	-	7,500.00	-	7,500.00	0.00%
107-9000-581-01	Transfer to General Fund	84,000.00	-	84,000.00	-	84,000.00	0.00%
107-9000-581-02	Transfer to Capital Projects Fund	75,000.00	-	75,000.00	-	75,000.00	0.00%
	Total Expenditures	2,015,377.00	-	2,015,377.00	500,625.99	1,514,751.01	24.84%

REVENUES OVER/(UNDER) EXPENDITURES	17,123.00	-	17,123.00	12,461.22	(459,487.22)
	<i>Addition to / (Use of) Fund Balance</i>				

Fund Balance - Ending, 9/30/2026 (Projected)

107-280-000	Fund Bal - Nonspendable	41,756.77	41,756.77	41,756.77
107-281-000	Fund Bal - Restricted - Other Bldg Activities	576,491.22	576,491.22	554,329.44
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	295,872.36	295,872.36	296,811.88
		914,120.35	914,120.35	892,898.09

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 200 - Debt Service Fund

		FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
Revenues							
200-381-002	Transfer from Transportation Fund	535,000.00	-	535,000.00	-	(535,000.00)	0.00%
200-381-003	Transfer from General Fund	305,000.00	-	305,000.00	301,402.14	(3,597.86)	98.82%
	Total Revenues	840,000.00	-	840,000.00	301,402.14	(538,597.86)	35.88%
Expenditures							
200-0500-517-71	Principal	756,000.00	-	756,000.00	520,434.04	235,565.96	68.84%
	2013 Paving Loan	450,000.00		450,000.00			
	2012 Refunding of Series 2007	306,000.00		306,000.00			
200-0500-517-72	Interest	84,000.00	-	84,000.00	37,827.78	46,172.22	45.03%
	2013 Paving Loan	78,000.00		78,000.00			
	2012 Refunding of Series 2007	6,000.00		6,000.00			
	Total Expenditures	840,000.00	-	840,000.00	558,261.82	281,738.18	66.46%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	(256,859.68)		
<i>Addition to / (Use of) Fund Balance</i>							

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 300 - Capital Project Fund

Fund Balance - Beginning, 10/1/2025

300-282-001	Fund Bal - Restricted - Disc Sales Surtax	5,838,338.86	-	5,838,338.86	5,838,338.86
300-283-000	Fund Bal - Assigned	-	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Revenues

300-312-600	Local Govt Discretionary Sales Surtax	\$ 3,312,538	\$ -	\$ 3,312,538.00	\$ 653,919.26	(2,658,618.74)	19.74%
	90% for Capital / Infrastructure Purposes	2,981,284.20	-	2,981,284.20			
	10% Limit for General Purposes	331,253.80	-	331,253.80			
300-361-100	Interest	250,000.00	-	250,000.00	95,005.87	(154,994.13)	38.00%
300-334-700	FDOT - Safe Streets for All Grant	80,000.00	-	80,000.00	-	(80,000.00)	0.00%
300-334-704	Stewardship Act Grant Proceeds	7,326,000.00	-	7,326,000.00	-	(7,326,000.00)	
	LPA#### - Canal #147						
	LPA#### - Canal #132						
	Lower Matecumbe Canal Restoration						
300-334-706	Legislative Funding	1,210,000.00	-	1,210,000.00	-	(1,210,000.00)	
300-337-701	TDC Bricks & Mortar Grant	933,800.00	-	933,800.00	-	(933,800.00)	0.00%
	ADA Inclusive Beach Playground /Beach Project		-	-			
	Pool Renovation		-	-			
300-381-000	Transfer from General Fund (001)	250,000.00	-	250,000.00	-	(250,000.00)	0.00%
	General Fund for General Capital Purchases		-	-			
	Landscape Mitigation (from General Fund)		-	-			
300-381-000	Transfer from General Fund (001)	75,000.00	-	75,000.00	-	(75,000.00)	
	General Fund for General Capital Purchases						
300-381-101	Transfer from Impact Fee Fund	840,589.00	-	840,589.00	-	(840,589.00)	0.00%
	Fire (Storage Building)	475,000.00	-	475,000.00			
	Parks & Rec (GTH Improvements)	213,360.00	-	213,360.00			
	Parks & Rec (ADA Inclusive Beach Playground/Beach Project)	152,229.00	-	152,229.00			
300-399-000	Use of Fund Balance	3,629,915.00	-	3,629,915.00	-		
Total Revenues		17,907,842.00	-	17,907,842.00	748,925.13	(13,529,001.87)	4.18%

Expenditures

300-0300-512-63	Canal Restoration Project - #145	68,000.00	-	68,000.00	7,764.00	60,236.00	11.42%
300-0300-512-64	Capital Outlay - Village Manager	-	9,000.00	9,000.00	8,965.00	35.00	99.61%
300-0300-512-69	Canal Restoration Project - #132 (Injection Well)	183,000.00	-	183,000.00	3,748.00	179,252.00	2.05%
300-0300-512-71	Land Acquisition	25,000.00	-	25,000.00	-	25,000.00	0.00%
300-0300-512-72	Canal Restoration Project - #148	75,000.00	-	75,000.00	8,697.43	66,302.57	11.60%
300-0300-512-73	Sea Oats Beach Breakwater	105,000.00	-	105,000.00	-	105,000.00	0.00%
300-0700-519-64	Capital Outlay - IT & Communications	200,000.00	-	200,000.00	-	200,000.00	0.00%
300-0800-521-31	Prof Svcs - Local Law Enf (MCSO-Vehicles)	150,000.00	-	150,000.00	24,028.16	125,971.84	16.02%
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	92,930.00	-	92,930.00	-	92,930.00	0.00%
300-0900-522-62	Storage Building for Portable Generators	827,200.00	(9,000.00)	818,200.00	3,750.00	814,450.00	0.46%
300-0900-522-64	Capital Outlay - Fire Rescue	1,408,350.00	-	1,408,350.00	117,705.93	1,290,644.07	8.36%
300-1200-538-64	Capital Outlay - Lower Mat Culvert Project	9,000,000.00	-	9,000,000.00	2,496,641.99	6,503,358.01	27.74%
300-1200-541-64	Capital Outlay - Public Works	581,000.00	-	581,000.00	-	581,000.00	0.00%
300-1200-541-66	Landscaping	250,000.00	-	250,000.00	54,020.00	195,980.00	21.61%

Islamorada, Village of Islands
 FY 25-26 Budget Amendment
 January 31, 2026

EXHIBIT A

		BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
		FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
					as of 1/31/2026	Favorable / (Unfavorable)	
300-1200-541-67	Green Turtle Hammock Improvements	213,360.00	-	213,360.00	11,310.00	202,050.00	5.30%
300-1300-572-64	Capital Outlay - Parks & Recreation	144,000.00	-	144,000.00	37,659.69	106,340.31	26.15%
300-1300-572-65	Founders Park ADA Inclusive Playground	650,000.00	-	650,000.00	-	650,000.00	0.00%
300-1300-572-73	Pool Renovation	3,060,000.00	-	3,060,000.00	226,873.30	2,833,126.70	7.41%
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-	1,000,000.00	-	1,000,000.00	0.00%
Total Expenditures		18,032,840.00	-	18,032,840.00	3,001,163.50	15,031,676.50	16.64%
REVENUES OVER/(UNDER) EXPENDITURES		(124,998.00)	-	(124,998.00)	(2,252,238.37)		
					2,881,810.66		

Fund Balance - Ending, 9/30/2026 (Projected)

300-282-001	Fund Bal - Restricted - Disc Sales Surtax	5,713,340.86	-	5,713,340.86	2,837,175.36
		5,713,340.86	-	5,713,340.86	2,837,175.36

Islamorada, Village of Islands
 FY 25-26 Budget Amendment
 January 31, 2026

EXHIBIT A

BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
			as of 1/31/2026	Favorable / (Unfavorable)	

Fund: 401 - Marina Enterprise Fund

Net Position

401-274-000	Net Position - Investment in Capital Assets	5,494,012.95	-	5,494,012.95	5,494,012.95	
401-276-000	Net Position - Unrestricted	(599,003.85)	-	(599,003.85)	(599,003.85)	
		4,895,009.10	-	4,895,009.10	4,895,009.10	

CASH & CASH EQUIVALENTS, Beginning 10/1/2025

Pooled Cash - Operating Account	697,200.00	-	697,200.00	697,200.00	
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Revenues

401-337-702	Monroe County Boating Improvement Grant	14,000.00	-	14,000.00	-	(14,000.00)	0.00%
401-347-501	Dock Usage Fee	1,030,000.00	-	1,030,000.00	365,721.50	(664,278.50)	35.51%
401-347-502	Diesel Fuel Sales	120,000.00	-	120,000.00	32,192.19	(87,807.81)	26.83%
401-347-503	Dock Utilities Charge	70,000.00	-	70,000.00	24,159.01	(45,840.99)	34.51%
401-347-504	Ramp Usage Fee	60,000.00	-	60,000.00	11,838.10	(48,161.90)	19.73%
401-347-505	Unleaded Fuel Sales	400,000.00	-	400,000.00	84,716.26	(315,283.74)	21.18%
401-347-506	Miscellaneous Revenue	10,000.00	-	10,000.00	2,178.13	(7,821.87)	21.78%
401-361-100	Interest	40,000.00	-	40,000.00	22,301.81	(17,698.19)	55.75%
	Total Revenues	1,744,000.00	-	1,744,000.00	543,107.00	(1,200,893.00)	31.14%

Expenses

401-1400-517-71	Debt Service Principal	13,215.00	1.00	13,216.00	13,215.05	0.95	99.99%
401-1400-517-72	Debt Service Interest	380.00	(1.00)	379.00	261.77	117.23	69.07%
401-1400-517-99	DS Principal - Offset	-	-	-	-	-	
401-1400-575-12	Regular Salaries & Wages	329,948.28	-	329,948.28	108,487.71	221,460.57	32.88%
401-1400-575-14	Overtime	10,500.00	-	10,500.00	5,018.78	5,481.22	47.80%
401-1400-575-21	Payroll Taxes	26,044.29	-	26,044.29	8,540.11	17,504.18	32.79%
401-1400-575-22	Retirement Contributions	46,291.74	-	46,291.74	25,445.69	20,846.05	54.97%
401-1400-575-23	Life & Health Insurance	111,110.94	-	111,110.94	38,911.02	72,199.92	35.02%
401-1400-575-24	Workers' Compensation	4,857.30	-	4,857.30	2,428.66	2,428.64	50.00%
401-1400-575-31	Professional Services	30,000.00	-	30,000.00	-	30,000.00	0.00%
401-1400-575-41	Communications	15,500.00	-	15,500.00	4,056.07	11,443.93	26.17%
401-1400-575-43	Utilities	149,000.00	-	149,000.00	49,230.24	99,769.76	33.04%
401-1400-575-45	Insurance	141,000.00	-	141,000.00	66,257.10	74,742.90	46.99%
401-1400-575-46	Repairs & Maintenance	92,000.00	-	92,000.00	29,112.75	62,887.25	31.64%
401-1400-575-48	PR / Advertising	30,000.00	-	30,000.00	11,810.00	18,190.00	39.37%
401-1400-575-49	Other Expenses	95,000.00	-	95,000.00	31,480.05	63,519.95	33.14%
401-1400-575-51	Office Supplies	2,500.00	-	2,500.00	288.11	2,211.89	11.52%
401-1400-575-52	Operating Supplies	410,000.00	-	410,000.00	81,135.59	328,864.41	19.79%
401-1400-575-54	Dues & Subscriptions	3,250.00	-	3,250.00	289.00	2,961.00	8.89%
401-1400-575-59	Depreciation Expense	-	-	-	-	-	
401-1400-575-64	Capital Outlay - Machinery & Equipment	35,000.00	-	35,000.00	-	35,000.00	0.00%
401-1400-575-67	Shade Structure-Tiki Rehab	120,000.00	-	120,000.00	34,517.50	85,482.50	28.76%
401-1400-575-99	Capital Outlay - Offset	-	-	-	-	-	
		1,665,597.56	-	1,665,597.56	510,485.20	1,155,112.36	30.65%

REVENUES OVER/(UNDER) EXPENSES

Addition to / (Use of) Net Position

78,402.44	-	78,402.44	32,621.80	2,802,161.00
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CASH & CASH EQUIVALENTS, Ending 9/30/2026

Pooled Cash - Operating Account	775,602.44		729,821.80
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BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 402 - Wastewater Enterprise Fund

CASH & CASH EQUIVALENTS, Beginning 10/1/2025

Pooled Cash - Operating Account

5,502,380.00

Revenues

402-325-101	NPK Assessment Principal/Payoff	376,500.00	-	376,500.00	2,883.92	(373,616.08)	0.77%
402-325-104	RSA Assessment Principal/Payoff	2,450,000.00	-	2,450,000.00	8,351.07	(2,441,648.93)	0.34%
402-325-106	Wastewater System Development Charges	45,000.00	-	45,000.00	5,886.83	(39,113.17)	13.08%
402-334-352	DEP LPA0087 Stewardship Act Grant	4,125,000.00	-	4,125,000.00	7,184.31	(4,117,815.69)	0.17%
402-334-706	Legislative Funding	150,000.00	-	150,000.00	-	(150,000.00)	
402-343-501	Wastewater Service Charge	6,500,000.00	-	6,500,000.00	2,177,755.20	(4,322,244.80)	33.50%
402-343-502	Wastewater Infrastructure Fees	-	200,000.00	200,000.00	175,903.82	(24,096.18)	87.95%
402-361-100	Interest	350,000.00	-	350,000.00	72,407.61	(277,592.39)	20.69%
402-369-000	Miscellaneous Revenue	60,000.00	-	60,000.00	64,827.94	4,827.94	108.05%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00	-	1,000,000.00	-	(1,000,000.00)	0.00%
Total Revenues		15,056,500.00	200,000.00	15,256,500.00	2,515,200.70	(12,741,299.30)	16.49%

Expenses

402-1500-517-71	Debt Service Principal	4,213,100.00	-	4,213,100.00	1,944,172.05	2,268,927.95	46.15%
402-1500-517-72	Debt Service Interest	1,131,600.00	-	1,131,600.00	577,929.86	553,670.14	51.07%
402-1500-535-12	Regular Salaries & Wages	576,589.00	-	576,589.00	180,488.58	396,100.42	31.30%
402-1500-535-14	Overtime	69,000.00	-	69,000.00	29,427.47	39,572.53	42.65%
402-1500-535-21	Payroll Taxes	49,388.00	-	49,388.00	15,289.93	34,098.07	30.96%
402-1500-535-22	Retirement Contributions	79,484.00	-	79,484.00	45,492.89	33,991.11	57.24%
402-1500-535-23	Life & Health Insurance	181,767.00	-	181,767.00	9,991.72	171,775.28	5.50%
402-1500-535-24	Workers' Compensation	8,866.00	-	8,866.00	4,432.86	4,433.14	50.00%
402-1500-535-31	Professional Services	2,268,000.00	-	2,268,000.00	429,991.85	1,838,008.15	18.96%
402-1500-535-40	Travel & Per Diem	5,000.00	-	5,000.00	6.27	4,993.73	0.13%
402-1500-535-41	Communications	21,667.00	-	21,667.00	6,665.87	15,001.13	30.77%
402-1500-535-42	Freight & Postage	3,000.00	-	3,000.00	1,330.93	1,669.07	44.36%
402-1500-535-43	Utilities	180,000.00	-	180,000.00	70,615.47	109,384.53	39.23%
402-1500-535-44	Rentals & Leases	80,000.00	-	80,000.00	19,391.83	60,608.17	24.24%
402-1500-535-45	Insurance	384,498.00	-	384,498.00	200,667.69	183,830.31	52.19%
402-1500-535-46	Repairs & Maintenance	595,000.00	200,000.00	795,000.00	475,566.08	319,433.92	59.82%
402-1500-535-48	PR / Advertising	6,000.00	-	6,000.00	-	6,000.00	0.00%
402-1500-535-51	Office Supplies	2,000.00	-	2,000.00	-	2,000.00	0.00%
402-1500-535-52	Operating Supplies	510,000.00	-	510,000.00	166,962.08	343,037.92	32.74%
402-1500-535-54	Dues & Subscriptions	20,000.00	-	20,000.00	1,367.22	18,632.78	6.84%
402-1500-535-55	Training	10,000.00	-	10,000.00	-	10,000.00	0.00%
402-1500-535-62	SCADA (Star Controls)	150,000.00	-	150,000.00	25,275.00	124,725.00	16.85%
402-1500-535-63	Capital Outlay - Infrastructure	1,040,000.00	-	1,040,000.00	256,110.00	783,890.00	24.63%
402-1500-535-64	Capital Outlay - Machinery & Equipment	60,000.00	-	60,000.00	-	60,000.00	0.00%
402-1500-535-65	NPK Pump Station Projects	4,125,000.00	-	4,125,000.00	20,499.24	4,104,500.76	0.50%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	61,000.00	-	61,000.00	3,750.00	57,250.00	6.15%
		15,830,959.00	200,000.00	16,030,959.00	4,485,424.89	11,545,534.11	27.98%

REVENUES OVER/(UNDER) EXPENSES

(774,459.00)

-

(774,459.00)

(1,970,224.19)

Addition to / (Use of) Net Position

94,016,297.00

CASH & CASH EQUIVALENTS, Ending 9/30/2026

Pooled Cash - Operating Account

3,532,155.81

BUDGET			FY 25-26 ACTUALS (Unaudited) as of 1/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			

Fund: 403 - Stormwater Fund

Net Position

403-274-000	Net Position - Investment in Capital Assets		1,673,572.00		
403-276-000	Net Position - Unrestricted		601,790.33		
			<u>2,275,362.33</u>		

CASH & CASH EQUIVALENTS, Beginning 10/1/2025

Pooled Cash - Operating Account	773,400.00		773,400.00		
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Revenues

403-325-200	Stormwater Assessment	201,700.00	-	201,700.00	161,115.51	(40,584.49)	79.88%
403-361-000	Interest Revenue	15,000.00	-	15,000.00	9,424.76	(5,575.24)	62.83%
	Total Revenues	<u>216,700.00</u>	<u>-</u>	<u>216,700.00</u>	<u>170,540.27</u>	<u>(46,159.73)</u>	<u>78.70%</u>

Expenses

403-1600-538-12	Regular Salaries & Wages	15,081.00	-	15,081.00	4,806.09	10,274.91	31.87%
403-1600-538-21	Payroll Taxes	1,154.00	-	1,154.00	361.77	792.23	31.35%
403-1600-538-22	Retirement Contributions	2,116.00	-	2,116.00	523.46	1,592.54	24.74%
403-1600-538-23	Life & Health Insurance	1,303.00	-	1,303.00	86.92	1,216.08	6.67%
403-1600-538-24	Workers' Compensation	186.00	-	186.00	93.16	92.84	50.09%
403-1600-538-31	Professional Services	167,000.00	-	167,000.00	35,801.20	131,198.80	21.44%
403-1600-538-43	Utilities	1,000.00	-	1,000.00	189.97	810.03	19.00%
403-1600-538-45	Insurance	220.00	-	220.00	108.22	111.78	49.19%
403-1600-538-46	Repair & Maintenance	20,000.00	-	20,000.00	3,200.00	16,800.00	16.00%
403-1600-538-48	PR / Advertising	1,000.00	-	1,000.00	-	1,000.00	0.00%
403-1600-538-52	Operating Supplies	5,000.00	-	5,000.00	-	5,000.00	0.00%
		<u>214,060.00</u>	<u>-</u>	<u>214,060.00</u>	<u>45,170.79</u>	<u>168,889.21</u>	<u>21.10%</u>

REVENUES OVER/(UNDER) EXPENSES	2,640.00	-	2,640.00	125,369.48			
	<i>Addition to / (Use of) Net Position</i>			101,043.26			

CASH & CASH EQUIVALENTS, Ending 9/30/2026

Pooled Cash - Operating Account	776,040.00		898,769.48		
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Islamorada, Village of Islands
 FY 25-26 Budget Amendment
 January 31, 2026

EXHIBIT A

BUDGET			FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget Benchmark = 66.7%
FY25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
			as of 1/31/2026	Favorable / (Unfavorable)	

Fund: 999 - Pooled Cash (as of 1/31/2026)

999-101-001	Cash in Bank - Op Acct - Centennial		28,080,114.10		
999-101-002	Cash in Bank - PYH - Centennial		2,930,880.18		
999-101-006	Cash in Bank - Loan Debt Service - Centennial		125,186.94		
999-101-009	FLCLASS Investment Pool		11,622,038.62		
			<u>42,758,219.84</u>		
Sum of Claim on Cash Accounts					42,758,219.84



Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: March 10, 2026
SUBJECT: **Resolution Approving and Adopting a Procurement Policy for Purchases, Contracts and Projects Made Pursuant to a FDOT Program or Grant TAB 6**

Background:

The Village receives grant funding from FDOT grant programs for certain projects, including for the Village's current rideshare service. In October 2025, the Village was reviewed for compliance, and it was recommended by FDOT the Village update its procurement policies and procedures to include a formal process for obtaining FDOT approval for any procurement exceeding the micro-purchase threshold of \$10,000.

Analysis:

To meet this recommendation and maintain compliance with current and future grant funding from FDOT, the Village finds the best method is to add a section, Section VIII. FDOT Grant Program Policy, in the Village's procurement guidelines stating the Village hereby adopts the FDOT procurement guidelines, as may be amended from time to time, for any projects which may be funded by FDOT and for which FDOT requires compliance with its procurement guidelines. Exhibit A contains the suggested language addition on the last page of the Village's Purchasing and Procurement Manual, and Exhibit B contains the referenced FDOT Procurement Guidelines.

Budget Impact:

There is no budget impact.

Staff Impact:

Staff will update the Village Purchasing and Procurement manual and coordinate with FDOT as necessary.

Recommendation:

It is the recommendation of staff that the Village Council adopt the proposed Resolution to maintain current and future compliance with FDOT grant funding.

Attachments:

1. Resolution adopting FDOT procurement guidelines
2. Exhibit A_Village purchasing and procurement manual (with FDOT grant policy addition)
3. Exhibit B_FDOT_Procurement_Guidance_Oct2025

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AND ADOPTING A PROCUREMENT POLICY FOR PURCHASES, CONTRACTS AND PROJECTS MADE PURSUANT TO A FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM OR GRANT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands ("Village") desires to use Florida Department of Transportation ("FDOT") program/grant funds, where available, for certain projects within the Village; and

WHEREAS, in order to use FDOT program/grant funds, the Village desires to adopt a procurement policy for purchases, contracts and projects made under a FDOT program or grant, substantially in the form attached hereto as Exhibit "A" (the "Village FDOT Grant Program Policy"); and

WHEREAS, FDOT has issued Procurement Guidance for Transit Agencies, which is attached hereto as Exhibit "B"; and

WHEREAS, the Village FDOT Grant Program Policy is an effective and efficient procurement process that encourages free and open competition; and

WHEREAS, section 2-327(f) of the Village provides as follows: "The village manager shall issue rules, policies and/or procedures governing the purchase of materials, supplies, equipment, improvements or services. Any rules, policies or procedures that govern purchases of \$25,000.00 or more shall be approved by the village council prior to their use."; and

WHEREAS, the Village Council wishes for the Village FDOT Grant Program Policy to apply to all purchases; and

WHEREAS, the Village Council desires to adopt the Village FDOT Grant Program Policy, substantially in the form attached hereto as Exhibit "A", and finds that it is in the best interests of the Village and necessary for the proper conduct of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Adoption and Approval of the Village FDOT Grant Program Policy. The Village Council hereby adopts and approves, in substantially the form attached hereto as Exhibit "A",¹ the Village FDOT Grant Program Policy for purchase, contracts and purchases made pursuant to a FDOT program or grant, where available.

Section 3. Implementation of Village FDOT Grant Program Policy. The Village Manager and/or her designee and the Village Attorney are hereby authorized to take all actions necessary to implement the Village FDOT Grant Program Policy for purchases, contracts and projects made pursuant to a FDOT program or grant and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

[Remainder of this page intentionally left blank]

¹ / A copy of the Village's current Purchasing Policy and Procedures Manual is attached as Exhibit A. Proposed revisions are set forth therein. Deleted text is indicated by a strikethrough and added text is indicated by an underline. The substantive changes to the Purchasing Policy and Procedures Manual are set forth in the last page therein in newly created Section VII.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2026.

DON HORTON, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN QUICK, VILLAGE ATTORNEY

Islamorada, Village of Islands



*Purchasing Policy
and
Procedures Manual*

*Administration and Finance Department
Purchasing and Procurement Division*

Effective ~~October 1, 2019~~ March 10, 2026

Islamorada, Village of Islands
Purchasing Policy and Procedures Manual

Foreword

The purchasing function involves the procurement of materials, supplies, equipment and services at best value consistent with the quality needed to meet standards established and approved by the Village Council. Our goal is to ensure the best interest of the Village through ethical actions and fair dealings resulting in maximum savings for the Village.

The following are the objectives of the Administration and Finance Department, Purchasing and Procurement Division:

- to deal fairly and equitably with all vendors wishing to do business with Islamorada, Village of Islands;
- to provide professional procurement services for all departments within the Village;
- to adhere to all laws, regulations and procedures related to Village procurement;
- to maximize competition for all Village procurements;
- to obtain maximum savings and best value through innovative buying and application of value analysis techniques.

This Purchasing Policy and Procedures Manual contains instructions and describes the procedures to be utilized in the daily administration and management of the procurement function. The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for Islamorada, Village of Islands.

Due to the diversity of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual. Interpretation of the procedures outlined in this manual is the responsibility of the Grants and Procurement Administrator subject to the guidance and supervision of the Administration and Finance Director and the Village Manager.

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I. Definitions

Appropriation- An act of the Village Council which authorizes the expenditures of specific dollar amounts for various purposes including the purchase of items.

Authorization- An act by the Village Manager, approving the expenditure of Village funds. For the originating department, the requesting employee would be the Department Director. For the Finance Department, the authorizing officer would be the Finance Director or designee.

Bid or Bid Form- Bid document submitted by the Bidder.

Bid/bidding Document/Bid Package- Forms, notices, contract, addendum, plans, technical specifications, exhibits, photos and any other information within the solicitation.

Bidder- Any person, firm or corporation submitting a Bid to the Village.

Check Request- A form used to record required authorization for the disbursement of Village Funds.

Contract- A binding written agreement, including purchase orders, containing the terms and obligations governing the relationship between the Village and the other party.

Design-Build- See Attachment A.

Days- Days shall mean calendar days.

Emergency Purchase- A purchase required by a sudden and unexpired turn of events (acts of God or uncontrollable circumstances) which involves, or could involve, a threat to the health, safety and welfare of citizens, and which can be rectified in whole or in part by the immediate purchase of items.

Encumbrance- Reservation of Village funds that have been authorized for a purchase that has not yet been completed.

Incode- Financial software used by the Finance Department.

Invitation to Bid- A formal written request by the Village for an offer or proposal from interested parties for specific Work to be performed.

Purchase Order- Used to record authorizations for a purchase. A fully completed purchase order encumbers and commits Village funds.

Purchase Requisition- Used to request a Purchase Order. A Purchase Order is required for most purchases of goods or services with a cost of \$2,500.00 or more for a single vendor at one time.

Quotation- An informal statement, either verbal or in writing, of price, terms and/or condition of sale.

Quotation Memo- If a quotation is verbal this document shall be prepared and attached to the purchase order as required documentation.

Responsible Bidder- Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract the Village within the last twenty-four (24) months.

Responsive Bidder- Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

Sole Source- The acquisition of items that practically can only be obtained from one vendor, usually because of limiting technology, technological compatibility with existing systems or goods or services already in use by the Village or other unique qualities of the goods or services that preclude a competitor's price comparison. All sole source purchases must be approved by the Village Manager.

Total Base Bid- The total lump sum if the Work is priced at a lump sum or if priced at unit prices then, the sum of the entire unit prices times the quantities as provided in the Bid.

Village- Islamorada, Village of Islands.

Work Authorization- A specific agreement under the Continuing Services Agreement with a consultant for specific work.

II. Purchasing Guidelines

A. Purchasing Approval Level Thresholds

The purpose of this section is to describe the various requirements of the competitive process and to identify the levels of authority in the procurement function of the Village. The procurement function is to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity.

1. Purchases or Services for \$2,499.99 or less

- A purchase order is not required until purchases or services from a single vendor at one time will have a value of \$2,500.00 or more. Department Directors/Heads may authorize and proceed with purchases with a value of \$2,499.99 or less, and three (3) quotes are not required.
- When an invoice for a purchase or service with a value of \$2,499.99 or less is received, the Department Director/Head should sign and date the invoice to indicate review and approval of the expenditure/expense. The Department Director/Head is thereby affirming that the service was provided and/or that the goods were received.
- The Department should also indicate the general ledger expense account number to which the expense should be recorded. Use of the accounts payable stamp facilitates this process.
- If a contract or other document must be signed by the Village to initiate the purchase or service, that contract or another document must first be reviewed by the Village Attorney and signed by the Village Manager and that contract or document should accompany the invoice when it is submitted for payment to the Accounts Payable Clerk.
- The invoice will be processed for payment based upon the Department Director's approval.
- If the purchase will be made through a web site or otherwise paid through the use of a credit card, a credit card authorization form (see form attached) should be submitted to the Finance Director for approval. Finance will then coordinate with the requesting Department to make the online or other purchase via credit card payment.

2. Purchases or Services for \$2,500.00 to \$24,999.99

- Pursuant to the Village's Purchasing Ordinance, the Village Manager may authorize expenditures to a single vendor in a single year with a value up to \$24,999.99. Expenditures with a value of \$25,000.00 or higher to a single vendor in a single year must be presented to the Village Council for approval.

- When a purchase or service has a value of \$2,500.00 to \$24,999.99, a purchase requisition should be submitted through Incode to the Procurement and Grants Administrator **before** the purchase is made or the service is secured. The purchase requisition should be accompanied by three (3) price/cost quotes. Services or goods may be procured **after** the PO is issued.
- All requisitions must be approved through Incode by the requesting department's Director/Head, the Procurement and Grants Administrator, the Finance Director and the Village Manager. The Procurement and Grants Administrator will review the purchase requisition for accuracy and completeness and will confirm that sufficient budget funds remain and that three (3) price/cost quotes have been obtained.
- If it was not possible to obtain three (3) price/cost quotes, the purchase requisition should be accompanied by a memorandum from the Department Director/Head explaining the reason that three (3) price/cost quotes were not obtained.
- If the Department Director/Head is requesting a bidding waiver based on an item or service only being available from a single specific vendor (sole source), then the purchase requisitions should be accompanied by a Sole Source Justification Form (see form attached).
- If the purchase will be made through a web site or otherwise paid through the use of a credit card, a credit card authorization form (see form attached) should be submitted to the Finance Director for approval **after** the purchase order has been created. Finance will then coordinate with the Department to make the online purchase.
- When an invoice for a purchase or service with a value of \$2,500.00 to \$24,999.99 is received, the Department Director/Head should sign and date the invoice to indicate review and approval of the expenditure/expense. The Department Director/Head is thereby affirming that the service was provided and/or that the goods were received.
- The PO number should be written on the invoice. The invoice will be coded to the general ledger account reflected in the purchase order. Use of the accounts payable stamp facilitates this process.
- The invoice will be processed for payment by the Finance & Administration Department based upon the Department Director's approval and the previous authorizations documented through the PO process in Incode.

3. Purchases or Services for \$25,000.00 or more

- Pursuant to the Village's Purchasing Ordinance, purchases or services with a value of \$25,000.00 or more to a single vendor in a single year must be presented to the Village Council for approval. Certain regular operating expenses/expenditures that will exceed \$25,000.00 in a year may be excluded from Village Council consideration at the discretion of the Village Manager, Village Attorney and Finance Director based on their interpretation of the Purchasing Ordinance (i.e., insurance premiums, medical supplies).
- A council communication explaining the need for the purchase or service should be prepared along with a resolution to memorialize the Village Council's approval.

- All purchases or services with a value over \$25,000.00 or more require formal solicitation and shall be competitively bid through an Invitation to Bid, Request for Proposals or Request for Qualifications.
- If approval of a waiver of competitive bidding is being requested of the Village Council, the request should be made in the council communication, and the resolution should reflect the Council's authorization to waive competitive bidding.
- After approval by the Village Council, a purchase requisition for the vendor in the amount of the award if a specific amount is identified and approved (i.e., a not-to-exceed amount) should be submitted through Incode to the Procurement and Grants Administrator to encumber related budget funds. The council communication and approved resolution should be submitted with the purchase requisition.
- When an invoice for payment is received, the Department Director/Head should sign and date the invoice to indicate review and approval of the expenditure/expense. The Department Director/Head is thereby affirming that the service was provided and/or that the goods were received. The purchase order number should be written on the invoice. The invoice will be coded to the general ledger account reflected in the purchase order. Use of the accounts payable stamp facilitates this process.
- The invoice will be processed for payment by the Finance & Administration Department based upon the Department Director's/Head's approval and the previous authorizations documented through the PO process in Incode.
- The Finance & Administration Department is available to assist departments with drafting council communications and resolution and with the bid process.

B. Quotations, Bids and Competitive Bidding Requirements

The Village utilizes a competitive process, through the use of formal or informal solicitations to acquire goods and services. Every Department shall maintain documentation with their requisition on all quotes received or as to why competition was not obtained. All purchase prices must be considered fair and reasonable. Award shall be made to the business offering the lowest quotation that is determined to be both responsive and responsible. Award based on the overall best value can be made. The requesting department must submit a statement or memorandum to the Village Manager for approval, describing the benefits to the Village, if award is made to other than the lowest quote.

1. Informal solicitations/Quotes/Estimates

Informal solicitations or quotes must be used to purchase goods and services for more than \$2,500.00 but less than \$24,999.99. Informal solicitation consists of a written quote or estimate outlining the goods or services to be purchased or rendered and the cost.

2. Formal solicitations/Invitations to Bids/Request for Proposals or Qualifications

Formal solicitations must be used to purchase goods and services greater than \$25,000.00. Types of formal solicitations used to fulfill the Village's requirement for competitive bidding are Request for Proposals (RFPs), Invitations for Bids (ITBs) and Letters of Interests/Request for Qualifications (RFQs).

Competitive bidding for purchases of less than \$25,000.00 may also be required by (1) state statute, (2) federal law, (3) the terms and conditions of a federal, state or county grant.

C. Formal Solicitations/ Invitations to Bids/Request for Proposals

The Village is committed to maintaining strong and enduring relationships with Contractors of proven ability who are able to meet identified needs and comply with established requirements. Village bid practices will be conducted in such a way that Contractors will value doing business with the Village and make every effort to meet requirements while maximizing quality and service at the best possible price.

It is the intent of the Village to provide an objective and fair procedure for soliciting and evaluating Bids. This Bid Procedure applies to purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to **exceed** \$25,000.00.

These procedures apply to all Invitations to Bids, Request for Proposals and Letters of Interest/Request for Qualifications.

The requesting Department's director or designee will work with the Finance and Legal Departments to develop the scope of work or goods sought. The Finance Department is responsible for publishing and administering all formal solicitations, including scheduling all committee meetings, preparing committee minutes and public notices for the committee meetings.

All rankings and recommendations will be made by the selection committee, appointed by the Village Manager, and approved by the Village Council at their regular meeting.

1. Procedure for Soliciting Bids (excluding Design-Build Bids)

Bid Documents and related specifications issued by the Village will be available online through DemandStar at www.demandstar.com and the Village's web page at www.islamorada.fl.us. The solicitation will also be emailed or mailed directly to anyone who has submitted a request to be notified of all Bids.

1.1 The Bid solicitation shall contain, at a minimum, the following information:

- The date that the Bid document is available to be examined and the location from which the Bids will be distributed (or may be obtained).
- A description of the Work contained in the Bid document.
- Contact information for questions regarding Bid.
- Notice of any pre-bid meetings.
- Notice of license requirements.
- Statement on the relative importance of price and any other evaluation factors.

1.2 Depending on the project and the budget, the Village reserves the right to charge a non-refundable fee for providing a paper copy of the Bid documents.

1.3 All interested individuals or firms who submit a Bid must complete all forms and submit all documentation as required by the Bid Document for the Village to consider the Bid by the prescribed date. All contractors shall be afforded fair opportunities to submit Bids.

2. Bid Documents/Specifications

2.1 The Bid Document may include but is not limited to:

- Bid Form;
- Bid Security, if applicable;
- Contractor's Reference Form;
 - Contractor's Qualifications Statement;
 - Any Addenda;
 - Copy of Licenses as required within the Bid Documents;
 - Corporate Resolution evidencing Authorization to Submit Bid, if applicable;
 - Copies of Certificates of Insurance as require by Bid Document; and
 - Contractor's Qualification Statement;

2.2 Prior to advertisement of the Bid, Village staff shall evaluate all Bid Documents for completeness. Bid documents are designed to describe the types and quality of goods and services required by the Village. In some cases, a brand name may be used with the term "or equivalent". In this situation, a brand name is used as a comparison, for the purpose of establishing a grade or quality of material.

2.3 The phrase "or equivalent" is used to allow bidding alternate products approved by Village. It is the Contractor's responsibility when submitting a Bid for an "or equivalent" good or service to provide a product equal to that specified in the Bid Documents. Any alteration, deviation, or omission of requested information from the Bid response may disqualify a good or service.

2.4 For all bids where the anticipated cost exceeds the statutory threshold as provided under Florida law, the Bid Documents will include the terms and conditions in accordance with those statutory requirements.

2.5 The solicitation for Request for Proposals shall state the relative importance of price and other evaluation factors. Award shall be made to the most responsive, responsible offeror.

3. Interpretation of Bidding Documents

3.1 All inquiries, clarifications or interpretations regarding an Invitation to Bid shall be made in writing to the Village at least five (5) days prior to the date the Bid is due. Written correspondence may be sent by fax, email or by mail to Procurement and Grants Administrator, 86800 Overseas Highway, Islamorada, Florida 33036.

3.2 Any modification or interpretation of the Bid Documents will be made by written Addendum only, published on DemandStar and on the Village's website and distributed to all individuals or firms listed by the Village as having received the Bid Document.

3.3 Interpretations or modifications of Bid Documents made in any manner other than by written Addendum will not be binding upon the Village. No oral interpretations or clarifications shall be binding.

3.4 Bidders, prior to submitting a Bid, shall ascertain that they have received all Addenda issued, and shall acknowledge their receipt by enclosing a signed copy of each Addenda with the Bid Form.

4. Submittal of Bids/Receipt of Bids by Village

4.1 The Bidder shall prepare Bids on the forms provided by the Village with all blanks on the Bid Documents filled in by typewriter or written ink.

4.2 The Bidders shall write Total Base Bid amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.

4.3 The Bidder shall include the legal name and address of the Bidder and indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The Bidders shall sign the Bid as follows:

4.4 If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the proposal as agent shall include in the Bid legal evidence of his/her authority to do so.

4.5 The Bid shall be enclosed in a sealed opaque envelope, addressed to Islamorada, Village of Islands, Attention Village Clerk, 86800 Overseas Highway, Third Floor, Islamorada, Florida 33036. The envelope shall be further identified with the Project name and number, the Bidder's name and address, and the word "BID" or other title as stated in the Bid.

4.6 The Bidder shall deposit Bids at the designated location provided on the Bid Document on or before the time and date for receipt of Bids. All Bids received shall be date and time stamped. Bids received after the time and date indicated for receipt of Bids will not be accepted and will be returned unopened. Faxed Bids will not be accepted. It is the responsibility of the Bidder to deliver the Bid to the designated place, by the date and time shown in the Bid Documents.

5. Bid Openings

5.1 Bids submitted will be opened publicly and read aloud by the Village Clerk or his/her designee at the time and place stated in the Bid. Bid openings are public and may be attended by those who have submitted a Bid or any member of the public.

5.2 Village Staff shall be allowed ten (10) business days to review the Bid Documents prior to public inspection.

6. Bid Evaluation

6.1 The Village Manager shall appoint Village staff to an evaluation committee to review and evaluate all Bids received for responsiveness and ranking. Reference checks will also be performed.

6.2 Invitations to Bid that are solely price based will be reviewed by the Procurement and Grants Administrator and the requesting department's director or designee and will not be subject to the Evaluation Committee process.

6.3 Prior to the first meeting of the evaluation committee, the Village Clerk will post a notice announcing the date, time and place of the first committee meeting. Meetings shall be conducted in accordance with Florida's Sunshine Law.

6.4 At a minimum, the following forms must be submitted for a Bid to be deemed Responsive:

- A signed and completed Bid Document
- State of Florida Certificate of Business and Professional Regulation License;
- Registration with the Village's Building Department, if applicable;
- Certificate of General Liability Insurance;
- Certificate of Worker Comprehensive and Employer's Liability Insurance;
- Evaluation Checklist completed by Bidder. Contractor shall include copy of the license or insurance requirement, the license number and expiration dates of all required licenses and insurance.

6.5 Non-responsive Bids shall not be considered.

6.5 Proposals shall be evaluated based on the requirements set forth in the solicitation. Criteria that will affect the price should be considered in the evaluation and shall be objectively measurable such as financial capability, references, discounts, transportation costs, past performance, total or life cycle costs and overall responsiveness of the submittal. No criteria should be used in the evaluation that is not set forth in the solicitation.

6.6 Factors to be considered in determining whether the standard of responsibility has been met include whether, in the Village's determination, a prospective vendor/contractor has:

- Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- A satisfactory record of performance on similar projects;
- A satisfactory record of integrity;
- Legal qualifications to contract with the Village; and
- Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, price sheets or required organizational papers.

6.7 Award can be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the Village in accordance with the evaluation criteria contained in the RFP.

6.8 Evaluation of offerors and/or proposals may be made in a multi-step selection or proposal process as set forth in the RFP. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirement.

6.9 Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

7. Bid Award/Award of Contract

7.1 On Bids for Work exceeding \$25,000.00, the Village Council shall award the Bid to the most qualified Responsible Bidder.

7.2 In no case shall the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Village is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes described in the Bid. Additional consideration shall be given with regard to previous engagements with the Village, past performance and experience, comfort level with the Bidder and any other criteria deemed relevant by the Village.

7.3 The Village Manager shall present the Bid award recommendation to the Village Council for approval. Upon Village Council approval, the Finance Department shall provide written notice of the award to the Bidder.

7.4 Until final award of the Bid, whenever it is in the Village's best interests, the Village Council reserves the right to reject any and all Bids, with or without cause; and to waive any informality or irregularity in the Bid Documents.

7.5 The Village shall not knowingly award a Bid when there is evidence of a conflict of interest.

D. Local Business Preference Consideration

1. A local business receives a preference bonus of ten (10%) percent for purchases or contracts less than \$100,000.00, five (5%) percent for purchases of \$100,000 or more but less than \$500,000.00 and two and one-half (2.5%) percent for purchases or contracts of \$500,000 or more.

2. This local business preference is applied when choosing the most economical purchase or contract. For example, if the quote from vendor A is \$1,000.00, from vendor B is \$1,100.00 and from vendor C is \$1,200.00 but vendor B is a local business, it is proper to purchase from vendor B because applying the 10% bonus, vendor B's price is (\$1,100.00 less 10% (\$110.00) = \$990.00) the least expensive.

E. Competitive Bidding Waiver

1. Competitive bidding may be waived by the Village Council (for purchases exceeding \$25,000.00 or the Village Manager (for purchases up to \$24,999.99) pursuant to Sec. 2-328, Village Ordinance, under the following circumstances:
 - a. Best interest of the Village;
 - b. By use of an existing contract with the state, a state agency, another municipality or a political subdivision when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to other Florida municipalities; or
 - c. When only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility;
 - d. For professional services of an attorney, physicians, court stenographers, real estate brokers and other professions licensed and regulated by the state or professional services governed by Florida Statute §287.055 (the Consultants Competitive Negotiations Act), **if** the aggregate total for any single vendor in any single fiscal year is less than \$25,000.00. Purchases of \$25,000.00 or more require the approval of the village council;
 - e. In the event of an emergency situation which requires the immediate purchase of goods or supplies, which shall not be subject to competitive bidding; or
 - f. For the extension of the term of an existing contract upon a finding by the Village council (i) that the current vendor has provided outstanding services to the Village; (ii) that the experience and qualifications of the current vendor are of value to the services provided; (iii) that the continuity of maintaining services or to avoid the possible disruption of services would support utilizing the current vendor; (iv) if applicable to the type of services being considered, that the services further the Village's sustainability goals; and (v) that the cost to maintain the services of the current vendor is consistent with the existing contract taking into consideration cost of living and market considerations.

F. Purchase Requisitions/Purchase Orders

Any department making a purchase for goods or services at a cost of \$2,500.00 or more must prepare a Purchase Requisition **prior** to the purchase of those goods or services.

A purchase order represents both a request to acquire an item and the form on which to record the required authorizations. Purchase orders should be used for ordering all types of goods and services with a single total cost greater than \$2,499.99.

All open purchase orders will be shown as “encumbrances” of the account number(s) charged. Once paid, the encumbrance will be deleted and shown as an expenditure/expense on the expenditure reports.

1. Purchase Requisition Procedure

- (a) The originating department will be responsible for completely and accurately preparing the purchase requisition and entering it into Incode system. All purchase requisitions less than \$25,000.00 must have three (3) quotes attached or a sole/single source memorandum detailing the reasons why the department is requesting waiver of competitive quotes and be approved by the department’s director. The Finance department reviews the requisitions for accuracy, completeness and verification that there are sufficient funds remaining in the budget.
- (b) All requisitions must be approved by the requesting department’s director, the Finance Director and the Village Manager. Upon approval, the Finance department will issue a Purchase Order and email it to the originating department.
- (c) Purchase Orders charged to more than one department must have the approval of all affected when the requisition is entered. All required quotes and/or memorandums must be scanned and attached to the purchase requisition.
- (d) Requests to waive competitive bidding requirements must be made by memorandum, addressed to the Village Manager and detail the reasons for the waiver.

2. Purchases or Services for which no Purchase Order is Required

Purchase requisitions/orders are not required for the following types of purchases and services:

- Advertising
- Utilities and phone / internet services expenses
- Travel expenses
- Registration fees
- Publications / subscriptions
- Membership dues
- Insurance premiums
- Legal fees
- Refunds
- Debt service payments
- Software ASM fees
- Real estate tax payments
- Rental and/or lease payments
- Parks & Recreation program providers / instructor fees
- Personnel-related costs
- Postage
- Expenses reimbursed by the public, residents, property owners
- Other expenses as approved by the Village Manager or Finance Director

Invoices for the above-listed types of purchases and services should be reviewed by the Department Director/Head, coded, signed and dated before being submitted to the Accounts Payable Clerk for payment processing. Invoices for these categories of expenses/expenditures where a purchase order was not required and that have a value of \$2,499.99 or more will be submitted to the Village Manager for payment approval after the Department Director/Head has signed.

3. Purchases or Services for which no Purchase Order was Obtained as Required

The Finance & Administration Department will direct Department Directors/Heads to the Village Manager to secure his approval to pay invoices for services rendered or purchases made without a required purchase order. Purchase orders will not be created after-the-fact. Payment of the invoice will then be processed based upon the Village Manager's authorizing signature.

III. Consultant's Competitive Negotiation Act (CCNA) Professional Services

A. Requirements of the Solicitation

All solicitations for CCNA Professional Services, as defined in Chapter 287.055, Florida Statutes, shall be publicly advertised once in a newspaper of general paid circulation or as otherwise indicated in Florida Statutes. Allowable exceptions to public advertisement include:

- (1) Projects involving a public emergency, pursuant to of the Purchasing Manual.
- (2) When the basic construction of the completed project is estimated to be less than TWO HUNDRED-FIFTY THOUSAND AND 00/100 (250,000.00) or defined as category five in Florida Statutes, Section 287.017, whichever is greater.
- (3) When the fee for professional services for a planning or study activity is estimated to be less than TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) or defined as category two in ~~Florida Statutes~~, Section 287.017, Florida Statutes, or as may be amended, whichever is greater.

1.1 The Project Manager for acquisition of professional and consultant services under an RFQ (Request for Qualifications) should suggest recommendations for appointment of evaluation committee members who have knowledge and interest in the project.

1.2 The Evaluation Committee shall determine specific qualifications necessary for the project consultant and specify the form for submittal of qualifications by prospective consultants.

1.3 The Village shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The Evaluation Committee shall review statements of qualification and performance data submitted in response to the public solicitation and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the announcement. If there are less than three (3) firms responding and after due diligence and searching it is

decided every effort was made to meet ~~Florida Statutes~~ section 287.055, Florida Statutes, the Village will interview all respondents and proceed with the evaluation process.

- 1.4 Consultant evaluation criteria shall include, but may not be limited to: approach to work, the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads; and volume of work previously awarded to the firm by the Village, with the object of effecting an equitable distribution of contracts among qualified firms, provided such equitable distribution does not violate the principle of selection of the most highly qualified firms.
- 1.5 The Evaluation Committee shall conduct some type of public discussions with and may require public presentations by a minimum of three (3) firms (if three firms submitted) pertaining to the firm's qualifications, approach to the project, and ability to furnish the required service. Each evaluation committee member will review the statement of qualifications submitted by each firm and will evaluate each firm's qualifications utilizing the Professional Service Evaluation Form containing the specific evaluation criteria established for each RFQ. The scores of the committee members will be added to determine the ranking of the firms (first, second, third). Public presentations by firms are not conducted, the ranking established during the "short list" phase, which includes discussion with the minimum of three (3) firms, will be the ranking order of the firms.
- 1.6 The committee shall maintain the summary listing of the rank order of the firms being evaluated, present their recommendations of the three (3) most qualified firms to the Council, if at least three firms respond to the announcement, and request the Council to approve the ranking and to authorize staff to negotiate a contract with the top firm.
- 1.7 The Village Manager shall appoint the negotiating committee. The negotiating committee should consist of essentially the same personnel as the evaluation committee. Upon Village Council direction, the negotiating committee shall negotiate a contract with the most qualified firm for professional services for compensation, which is determined to be fair, competitive and reasonable.
- 1.8 Detailed discussions must be held by the firm and Village to clearly establish the scope of the project and the exact services to be performed by the Consultant. The committee shall negotiate a contract for professional services with the most qualified firm at a compensation, which the Village determines is fair, competitive and reasonable. In making such determination, the Village shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.
- 1.9 Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Village determines to be fair, competitive and reasonable, negotiations with that firm must be formally terminated. The Village shall then undertake negotiations with the second most qualified. Failing accord with the second most qualified firm, the Village must terminate negotiations. The Village shall then undertake negotiations with the third most qualified firm.

1.10 Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirement until an agreement is reached.

1.11 For all lump-sum or cost-plus fixed fee contracts of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) or defined as category IV in ~~Florida Statutes~~ Section 287.017, Florida Statutes, whichever is greater, the firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

IV. Continuing Services Agreement and Work Authorizations

The Village has Continuing Services Agreements (CSA) with several Consultants under the Competitive Consultant Negotiation Act (CCNA) for services within the scope of practice as defined by the laws of Chapter 287.055, Florida Statutes. These Consultants were competitively selected and approved by the Village Council. **Selection of these consultants do not require any further quotes or other type of solicitation.**

A. Consultant Selection Process

The Selection Process described below will be followed to select a consultant when awarding work authorizations under CSAs when multiple qualified consultants are under contract with the Village. Whenever possible, the objective is to distribute the work equally amongst the consultants under contract. Equal distribution of the work will be measured by the dollar value of the work awarded; such that each consultant gets (if work requirement permits) an equal share of the total dollars spent annually on the CSAs.

1.1 When dealing with multiple consultants under a CCNA Continuing Services Agreement, the Department responsible for the project will select only one of the consultants to solicit for a proposal when criteria items a. or b. below, apply. On projects where the criteria a. or b. do not apply, the Department responsible for the project, will prepare a scope of work document to use to solicit sealed proposals from the qualified consultants under contract with the Village for the specific type of work. The following criteria items c. through h. in order of acceptance, will be used to determine which consultant will be awarded the work:

- a. Specific and unique technical expertise not available from any of the other consultants under contract. This criterion will not apply to all work orders.
- b. Maintain project continuity. This criterion will not apply to all work orders.
- c. Project approach.

- d. Past performance on previous City work.
- e. Availability of resources to undertake assignment.
- f. Willingness to meet time and budget requirements.
- g. Distribution of dollars awarded to date under the CSA with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most qualified firms.
- h. If the consultant does not choose to participate, the Village will select another consultant using the criteria in paragraphs (c-g) above.

When multiple sealed proposals are solicited, the Department responsible for the project shall evaluate the sealed proposals in accordance with the above criteria and select one of the consultants to perform the work.

B. Generating the Solicitation:

- 1.1 The Department responsible for the project must send a Request for Service/Proposal to the consultant selected (as provided herein) or a Request for Service/Proposal to the multiple consultants under contract. The request asks for a technical memorandum/scope of services and a fee proposal. The Request for Proposal must include:
 - a. Statement of Work-The statement of work will provide each consultant with a complete description of the requirement enabling them to prepare a proposal with valid man-hours. The Village may ask the consultant for solutions and to identify unacceptable conditions.
 - b. Elements- The minimum required elements are the purpose and brief description of the project; description of the work/service to be performed; the location(s) where the work/service is to be performed; the basis for determining the award of the project; a contact person for the Village for questions or clarifications including the telephone number and the extension number; and what is required delivery date or period of performance. Any questions or clarifications given must be forwarded to all consultants.
 - c. Submittal- The User Department or Finance Department must indicate when the proposal is due back to the Village. Be very specific of when and where the proposal is to be delivered, indicating if the Village does not receive the submittal on time, the Village understands the consultant has chosen not to participate in the process for that particular project.
 - d. Additional information- If additional information is available for the consultant's review and consideration, indicate the location of those documents and the contact person including telephone number and extension number.
 - e. Meeting/Site Visit- If a meeting and/or site visit are necessary to discuss the project, indicate the location time and date of the meeting.

C. Consultant's Proposal:

1. The consultant shall submit the following in response to the Village's Request for Proposal:
 - a. Detailed Scope of Work and Services- The Detailed Scope of Work and Services shall specifically address each aspect of the project and state in detail how the consultant will accomplish the work. Provide a schedule that, as a minimum shall include a list of milestones and a schedule for completion. Each milestones task must be described in sufficient detail for the Department to evaluate the consultant's understanding of the project and action plan for completion.
 - b. Fee Proposal- The Fee Proposal shall include as a minimum the level of effort proposed to support the work. This should include a list of man-hours by staff position and the contracted hourly rate included in the Work Authorization, unless the hourly rate is negotiated to a lower rate. Any subcontracted effort must be included in the proposal and supported by a matching fee proposal.
 - c. Acceptability of Proposal from the selected consultant- The proposal received from the selected consultant must be acceptable to the Village. Criteria to consider when determining the acceptability may include solutions, management approach, proposed fee and the ability to meet costs or time constraints. The User Department will determine the acceptability criteria for the Work Order.

D. Unacceptable Proposals

- 1.1 If the proposal is found to be unacceptable as submitted, the Village will continue to negotiate with the selected consultant until an acceptable resolution is obtained.
 - a. If the proposal as submitted is not fully acceptable but could become acceptable with relatively minor changes to the scope of services, proposed fee schedule or fee proposal, then the Department will enter into discussions with the consultant to refine the proposal making it acceptable. Based on those discussions, the consultant must submit a revised proposal, which the Village finds fully acceptable.
 - b. If the proposal as submitted is so unacceptable that it cannot be made acceptable without major modifications to either the technical scope of services, the proposed fee, or the proposed schedule, then the Village has the option to formally terminate negotiations with the consultant and enter into negotiations with the next qualified consultant for the project and son on, or re-solicit proposals.

E. Acceptance of Proposal

1.1 The User Department must provide copies of all documentation to the Legal Department for preparation of a Work Authorization, including:

- a. Request for scope of work and services and fee proposal;
- b. Originals of the consultant's submittals;
- c. Determination of acceptability and recommendation for award;
- d. Council Communication and proposed Resolution, if fee proposal exceeds \$24,999.00.

V. Procurement of Design-Build and/or Design-Build Operate Services

A. Request for Qualifications

Pursuant to § 287.055(9), Fla. Stat. ~~(2007)~~, the following procedures shall be followed in selecting firms when design-build or design-build-operate services are sought by the Village. Definitions contained in § 287.055(2), Fla. Stat. ~~(2007)~~, have the same meaning in this part.

1. Selection of the Design-Criteria Professional

A design criteria professional shall be selected and contracted with pursuant to § 287.055, Fla. Stat. (2007) or otherwise currently be under contract or employed by the Village. The design criteria professional will not be eligible to render services under design-build or design-build-operate contracts executed pursuant to the design criteria package. The design criteria professional may be required to evaluate qualifications and proposals submitted by firms, review detailed working drawings for the project, and evaluate project construction for compliance with the design criteria package.

2. Design Criteria Package

The design criteria professional shall prepare a design criteria package on behalf of the Village. The purpose of the design criteria package is to provide sufficient information upon which firms may prepare proposals or upon which negotiations may be based. The firm to whom the contract is awarded will be responsible for creation of the project design based on the criteria in the design criteria package.

3. Minimum Qualifications for Firms Providing Design-Build Services

Firms seeking to provide design-build or design-build-operate services shall be:

- a. Certified under §489.119, Fla. Stat. ~~(2007)~~, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
- b. Certified under § 471.023, Fla. Stat. ~~(2007)~~, to practice or to offer to practice Engineering; or certified under § 481.219, Fla. Stat. (2007), to practice or to offer to practice architecture; or certified under § 481.319, ~~Fla. Stat. 92007)~~, to practice or to offer to practice landscape architecture.

4. Request for Qualifications

- a. The Village shall give public notice of each instance in which professional services are being sought for a design-build or design-build-operate project, providing a general description of the project and requesting qualifications from firms. The notice shall be published in appropriate publications as determined based upon the type of project.
- b. A firm desiring to provide design-build or design-build-operate services for a project shall timely submit a letter of interest to the Village, which shall include the following: qualifications, availability and past work. Along with its qualifications, the design-build firm shall file a sworn statement pursuant to § 287.133, Fla. Stat. ~~(2007)~~.

5. Qualifications of Firms

The Village shall determine the relative ability of each interested firm to perform the services required for the project based on the factors set forth in Section V (3) above. After reviewing the letters of interest, the Village shall select no less than three (3) firms deemed to be most highly qualified to provide the required services and request those firms to provide proposals for the project.

6. Proposal Selection

- a. Only firms selected as most qualified will be notified by email by the Village to submit sealed proposals. Firms not selected will be notified by email.
- b. Pursuant to the request for proposals, each selected firm shall timely submit its sealed proposal to the Village for evaluation. The proposal shall be based on the criteria in the request for proposal and design-build or design-build-operate package.
- c. The Village shall evaluate each firm's proposal based on price and technical and design aspects of the project. The evaluation process shall be based on criteria and procedures established prior to the solicitation of competitive proposals.
- d. Where further clarification of proposals or additional information is needed, the Village shall require informational presentations by the selected firms.
- e. The Village shall designate and rank not less than three firms, in order of preference, whose proposals the Village deems to be most advantageous, having taken into consideration the evaluation criteria and the Proposer's responsiveness to the request for qualifications. A notice of intended action shall be provided by email to the selected firms.

7. Competitive Negotiations

- a. The Village shall begin contract negotiations with the designated firms in order to rank for fair, competitive and reasonable compensation.

- b. Should negotiations with the most highly ranked firm prove unsuccessful, as determined by the Village or designee, negotiations with that firm shall cease and negotiations shall begin with the next most highly ranked firm. Negotiations shall continue in accordance with this section until an agreement is reached. The Village Council or Village Manager (if cost is less than \$25,000.00) shall award the contract.
- c. If a satisfactory agreement is not reached with any of the designated firms, the Village with either:
 1. Designate and rank additional responding firms, in order of preference, for competitive negotiations pursuant to (1) and (2) above;
 2. Republish the request for qualifications, with any appropriate modifications;
or
 3. Abandon the process entirely.

8. Rejection of Proposals

- a. The Village reserves the right to reject any and all proposals, provided such action is done in good faith, and is not arbitrary and capricious.
- b. If the Village finds it necessary to reject all the proposals, a written statement to this effect shall be placed in the proposal file and the Proposers shall be notified. The Village may then republish the request for qualifications, with any appropriate modifications. Any interested firm will have the opportunity to submit or resubmit its qualifications to the Village for consideration.

9. Emergency Procurement of Design-Build Services

If the Village determines in writing that an immediate danger to the public health, safety, welfare or other substantial loss to the public requires emergency action, the Village may proceed with the procurement of the design-build services without competition.

10. Reuse of Plans

When the Village reuses existing design criteria packages and resulting plans from a prior project, the requirements of this subpart shall not be applicable.

11. Alternative Procedure for Procurement of Design-Build or Design-Build-Operate Services

In lieu of the policies contained herein, the Village may engage in a qualifications-based selection process for design-build or design-build-operate services as set forth in section 287.055(9)(c), Fla. Stat. This alternative process would allow the Village to issue a request for qualifications without price, to rank the respondents and to begin negotiations with the top ranked respondent. The selected firm would then establish a guaranteed maximum price and guaranteed completion date. Should the Village elect this alternative process, it shall be made clear in the original solicitation.

B. Evaluation of Proposals and Recommendation of Award

Once the proposals have been opened, an Evaluation Committee or Technical Reviewer must evaluate them. The Evaluation Committee is structured to provide the skills necessary for the particular project being evaluated. Certain procurement actions may require a technical review, which may be conducted at the discretion of the Department Head. To the extent a Technical Review is needed, they shall comply with the Sunshine Law and Public Records requirements. Additional skills required for evaluation may include engineering, general business, legal, or information technology. The Evaluation Committee as a whole will meet to arrive at a recommendation for award. When the Department or Technical Reviewer responsible for the project prepares recommendation, the tabulation sheet must be included with the recommendation of award. Once all the steps above are completed, the contract will be prepared and approved by the Village Council, if necessary.

- 1.1 Evaluation Committee meetings must comply with the State of Florida's Sunshine and Public Records Laws. Reasonable notice of the date, time and place of the meeting must be given. Minutes of the meetings must be taken.
- 1.2 The Evaluation committee shall review the proposals for references, responsiveness and responsibility of submittals. The submittals are evaluated against the established evaluation criteria stated in the solicitation.

C. Request for Proposals (Non-CCNA)

This process is similar to the above. It includes a price/cost evaluation as part of the overall evaluation. The method of award must be stated in the solicitation and may be of two types; low price technically acceptable or best value. For low price technically acceptable process the evaluation process will start with the lowest proposal to determine if they are technically qualified. If not, then proceed to the next low until an acceptable proposal is found. A pass/fail or yes/no evaluation is required to determine if the proposal meets the technical requirements. For Best Value process or an award to other than the lowest price, the committee must evaluate all proposals and score each one individually utilizing the criteria and point system stated in the solicitation. The scores of the committee members will be added to determine the ranking of the firms.

VI. Conflicts of Interest

The Village wishes to minimize conflicts of interest. Therefore, the following will be adhered to:

- No official or employee of the Village, or member of the Village Council shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- Any member of his or her immediate family,
- His or her business or personal partner, or
- An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected or considered for award. No official or employee of the Village, or member of the Village Council shall either solicit or accept gratuities,

favours, or anything of monetary value exceeding \$25.00 from contractors, potential contractors, or parties to sub-agreements.

Violations of these standards of conduct may result in disciplinary action as set forth in Chapter 113, Part III, Florida Administrative Code provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

VII. FDOT Grant Program Policy

The Village hereby adopts the FDOT procurement guidelines, as may be amended from time to time, for any projects which may be funded by FDOT and for which FDOT requires compliance with its procurement guidelines.



Procurement Guidance for Transit Agencies

October 2025



LIST OF ABBREVIATIONS

A&E	Architectural and Engineering
ADA	Americans with Disabilities Act
ARP	American Rescue Plan
CARES	Coronavirus Ais, Relief, and Economic Security Act
CCNA	Consultants’ Competitive Negotiation Act
CTD	Commission for the Transportation Disadvantaged
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FAC	Florida Administrative Code
FDOT	Florida Department of Transportation
FS	Florida Statutes
FTA	Federal Transit Administration
ICE	Independent Cost Estimate
ITB	Invitation to Bid
ITN	Invitation to Negotiate
MPOAC	Metropolitan Planning Organization Advisory Council
PTGA	Public Transportation Grant Agreement
RFP	Request for Proposals
RFQ	Request for Quotation
RPC	Regional Planning Council
TD	Transportation Disadvantaged
TIP	Transportation Improvement Plan
TVM	Transit Vehicle Manufacturer

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VERSION LOG

Version	Date	Section/Page	Description
1.0	October 2023	N/A	Initial document released.
1.1	April 2024	Section 2	Revisions to flow charts and text to clarify FDOT approval requirements for micro purchases.
1.2	June 2024	Appendix A	Revisions to federal clause language and references.
1.3	October 2025	All Sections and Appendices	Revisions to thresholds and language to align with FTA Circular 4220.1G. Updates to state Micro and Small Purchase thresholds. Updates to Federal Assurances.

QUICK REFERENCE GUIDE

Determine the funding source and threshold for your procurement and use the table below to navigate to the appropriate section for step-by-step guidance on how to complete the procurement process. For guidance on determining the funding source and threshold of a procurement, proceed to Section 1 of this document.

Funding Threshold	Funding Source	
	Federal	State
Micro/Discretionary Purchase (≤\$10,000)	Section 2.1	Section 2.2
Simplified Acquisition or Small/Discretionary Purchase (\$10,001-\$34,999)	Section 3.1	Section 3.2
Competitive Purchase (≥ \$35,000)	Section 4.1	Section 4.2

Note: If using a combination of federal and state funds, follow the process for federal procurements as the inclusion of federal clauses will be required.

1 INTRODUCTION

The Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT) provide grant funding to public transit service providers through various programs to assist with meeting the transportation needs of specific populations.

To qualify for maximum reimbursement, all purchases made by recipients with FTA, FDOT, or other federal or state funds must follow the procurement procedures that have been established for each funding program, procurement type, and procurement amount. This guidance document is designed to assist public transit grant recipients in Florida with navigating the procurement process.

1.1 Funding Programs for Transit Services

Table 1-1 outlines the federal and state funding programs primarily used to fund transit services and projects in Florida. More detail regarding these funding programs is provided below.

TABLE 1-1: FEDERAL AND STATE TRANSIT FUNDING PROGRAMS

Federal Funding Sources	State Funding Sources
<ul style="list-style-type: none"> • Sections 5303 and 5305(e), Metropolitan Transportation and State Planning¹ • Section 5307, Urbanized Area Formula² • Section 5310, Enhanced Mobility of Seniors, and Individuals with Disabilities • Section 5311, Formula Grants for Rural Areas • Sections 5539(a) and 5339(c), Bus and Bus Facilities Grant and Low or No Emission Vehicle Program • American Rescue Plan (ARP) • Coronavirus Aid, Relief, and Economic Security (CARES) Act • Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSA) 	<ul style="list-style-type: none"> • Florida State Block Grant Program • Service Development Program • Transit Corridor Program • Park-and-Ride Program • Commuter Assistance Program • Florida Transportation Disadvantaged (TD) Program Funds³

¹ These funds are administered by FDOT to Metropolitan Planning Organizations (MPOs).

² Most Florida transit agencies receive Section 5307 program funds directly from FTA and are not administered by FDOT.

³ Administered by the Florida Commission for the Transportation Disadvantaged (CTD).

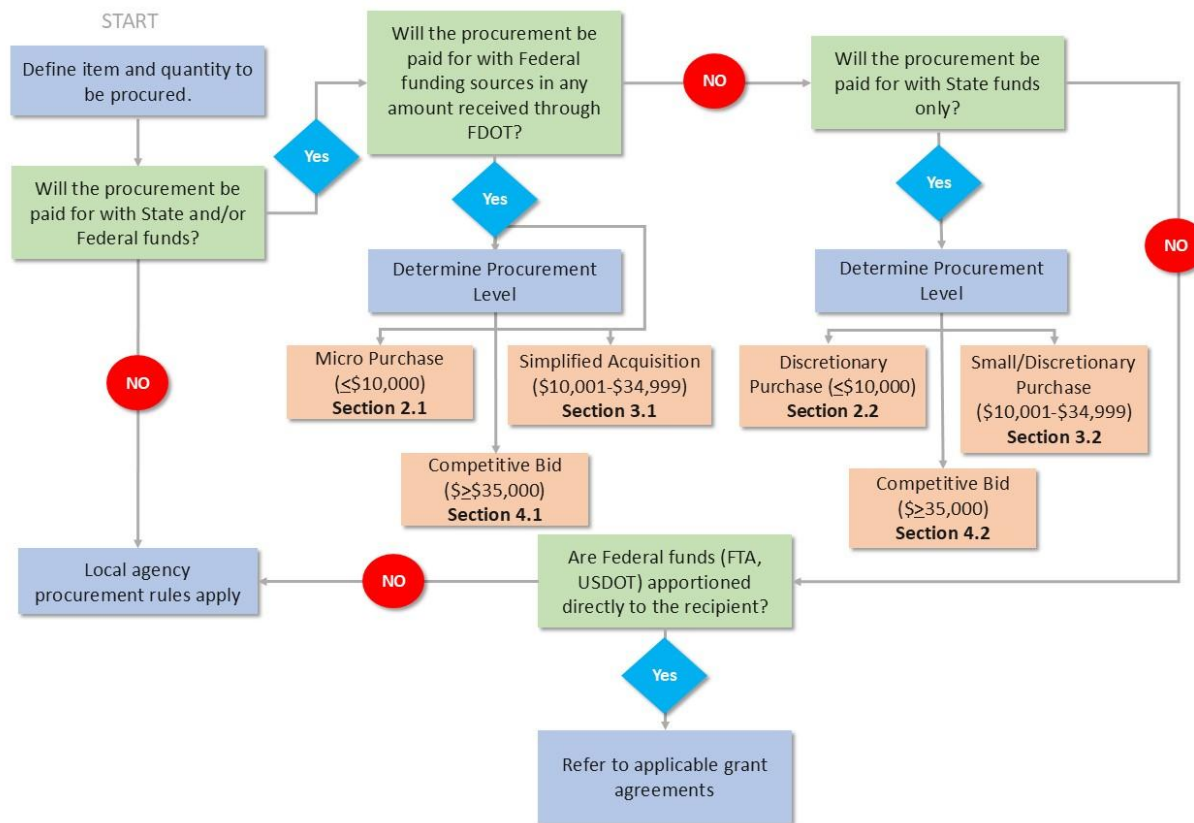
FDOT has been designated by the Governor to administer federal funds to subrecipients that do not receive these funds from FTA as a direct recipient. This includes the Section 5310 and 5339 programs for small urban areas (areas with populations of 50,000–199,999) and rural areas (areas with populations

below 50,000). Additionally, FDOT administers the Section 5311 program that includes funding for the provision of public transit services designed to serve the mobility needs of rural areas.

When an entity applies for and accepts federal funds, as either a direct recipient or a subrecipient, or accepts State (FDOT) funds, they also accept the responsibility of maintaining oversight of the procurement process and assuring compliance with all applicable requirements.

Procurement requirements can vary depending on the funding source. In subsequent sections, this document details the procurement requirements that apply when procuring goods or services as a subrecipient of federal grant programs vs. state funding sources, as shown in Figure 1-1. Direct recipients of Federal funds have specific grant agreements in place with FTA and are required to follow all applicable federal procurement rules.

FIGURE 1-1: DETERMINING FUNDING SOURCE



1.1.1 Federal Transit Funding Programs

This section describes the federal public transit funding sources that FDOT has been designated by the Governor to administer. The Section 5307 Urbanized Area Formula Grant Program is included below, as it is a major source of federal funding for public transit in urbanized areas of Florida; however, nearly all Section 5307 program funds in Florida are received by transit agencies from FTA as direct recipients and are not administered by FDOT.

Section 5303 and 5305(e), Metropolitan and Statewide Transportation Planning

This program provides funding to support the cooperative, continuous, and comprehensive planning program for making transportation investment decisions in metropolitan areas, required by 49 U.S. Code § 5303–5306. FDOT has developed, after consultation with the Florida MPO Advisory Council (MPOAC), a formula for the distribution of Section 5303 planning funds to MPOs who then distribute funds to eligible subrecipients as part of their respective Transportation Improvement Program (TIP).

Section 5307, Urbanized Area Formula Grants

The Section 5307 program makes federal resources available to urbanized areas and to Governors for transit planning, capital, and operating assistance in urbanized areas with populations less than 200,000. In areas over 200,000 in population, operating assistance is an eligible expense for transit agencies that operate 100 or fewer buses in fixed route service during peak service hours; in this instance operators may use a variable percentage of Section 5307 funds for operating assistance based on the number of buses operated.

Eligible Expenses for Capital Assistance

Eligible expenses include traditional capital expenses as defined by 49 U.S. Code § 5302, which include the vehicles, equipment, and/or facilities necessary to carry out the public transportation service.

Examples include:

- Buses, vans or other paratransit vehicles
- Capital cost of contracting
- Radios and communications equipment
- Wheelchair lifts and restraints
- Vehicle maintenance
- Microcomputer hardware/software and initial installation costs
- Vehicle procurement, inspection and acceptance costs
- Introduction of new technology
- Construction or rehabilitation of transit facilities including design, engineering, and land acquisition

Other eligible projects include:

- Planning, engineering, design, and evaluation of transit projects and other technical transportation-related studies
- Capital investments in new and existing fixed guideway systems, including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware/software
- All preventive maintenance
- Defined percentage of costs to provide Americans with Disabilities Act (ADA) complementary paratransit service costs

The federal share for capital expenses is not to exceed 80%. Refer to 49 U.S. Code § 5307 for a complete description of eligible capital expenses.

Eligible Expenses for Operating Assistance

Eligible expenses include administrative, management, and operations costs directly related to public transportation services less operating revenue (i.e., primarily fare revenue).

Eligible expenses also include personnel salaries and benefits for operators, dispatchers, maintenance mechanics, and administrative staff.

Other direct expenses include:

- Fuel and oil
- Tires, parts, and maintenance
- Vehicle licenses
- Vehicle insurance
- Uniform purchase
- Administration of third-party contract

Refer to 49 U.S. Code § 5307 for a complete description of eligible operating expenses.

Eligible Expenses for Job Access and Reverse Commute Projects

The Job Access and Reverse Commute (JARC) program was established under 49 U.S. Code § 5316 to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. While this program was repealed in 2012 by The Moving Ahead for Progress in the 21st Century Act (MAP-21) federal funding authorization, JARC projects are an eligible expense under the Section 5307 program. This includes capital, planning, and operating expenses for projects that transport low-income individuals to and from jobs and activities related to employment, and for reverse commute projects. There is no requirement or limit to the amount of Section 5307 funds that can be used for JARC projects.

Refer to 49 U.S. Code § 5307 for a complete description of eligible expenses under this program.

Section 5310, Enhanced Mobility for Seniors and Individuals with Disabilities

The Section 5310 program provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.

Eligible expenses for Section 5310 Program funds include capital assistance, operating assistance, and mobility management.

Eligible Expenses for Capital Assistance

Traditional capital expenses as defined by 49 U.S. Code § 5302(3), which include the vehicles, equipment, and/or facilities necessary to carry out the public transportation service. Examples include:

- Buses, vans or other paratransit vehicles
- Capital cost of contracting
- Radios and communications equipment
- Wheelchair lifts and restraints

- Vehicle maintenance
- Microcomputer hardware/software and initial installation costs
- Vehicle procurement, inspection and acceptance costs
- Introduction of new technology
- Construction or rehabilitation of transit facilities including design, engineering, and land acquisition
- Other durable goods such as spare components with a unit cost over \$300 and a useful life of more than one (1) year

Refer to 49 U.S. Code § 5310 for a complete description of eligible capital expenses.

Eligible Expenses for Operating Assistance

Eligible expenses include administrative, management, and operations costs directly related to public transportation services less operating revenue. See examples provided under *Section 5307, Urbanized Area Formula Grants-- Eligible Expenses for Operating Assistance*. Refer to 49 U.S. Code § 5310 for a complete description of eligible capital expenses.

Eligible Expenses for Mobility Management

Mobility management is defined as consisting of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a governmental entity; but excluding operating public transportation services.

Eligible mobility management activities include:

- Promoting, enhancing, and facilitating access to transportation services that result in more service options or increases the efficiency of trips for passengers.
- Conducting short-term management activities to plan and implement coordinated services.
- Supporting state and local coordination policy bodies and councils.
- Operating transportation brokerages to coordinate providers, funding agencies, and customers.
- Providing customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customer
- Conducting operations planning for the acquisition of intelligent transportation technologies.
- Developing and operating one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs.

Refer to 49 U.S. Code § 5310 for a complete description of eligible mobility management expenses.

Section 5311, Formula Grants for Rural Areas

The Section 5311 program provides support for public transportation in rural areas with populations of less than 50,000, where many residents often rely on public transportation to reach their destinations. The program also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program (RTAP).

Eligible expenses Section 5311 Program funds include planning, capital, operating, and the acquisition of public transportation services.

Eligible Expenses for Capital Assistance

Eligible expenses include traditional capital expenses as defined by 49 U.S. Code § 5302(3), which include the vehicles, equipment, and/or facilities necessary to carry out the public transportation service. See examples provided under Eligible Expenses for Section 5307 Program Funds (*Eligible Expenses for Capital Assistance*).

Eligible Expenses for Operating Assistance

Eligible expenses include administrative, management, and operations costs directly related to public transportation services in rural areas less operating revenue. See examples provided under *Eligible Expenses for Section 5307 Program Funds (Eligible Expenses for Operating Assistance)*.

Eligible Expenses for Mobility Management

Eligible expenses include short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers. See definition and examples provided under *Eligible Expenses for Section 5310 Program Funds (Eligible Expenses for Mobility Management)*.

Eligible Expenses for Job Access and Reverse Commute Projects

Eligible expenses include capital, planning and operating expenses for projects that transport low-income individuals to and from jobs and activities related to employment, and for reverse commute projects. See definition and examples provided under *Eligible Expenses for Section 5307 Program Funds (Eligible Expenses for Job Access and Reverse Commute Projects)*.

Section 5339, Bus and Bus Facilities Grant

The Section 5339 program provides funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Eligible expenses for Section 5339 Program Funds include capital projects related to buses and bus facilities. This includes:

- Replacement, rehabilitation and purchase of buses, vans, and related equipment
- Construction of or technological changes/innovations to bus-related facilities
- Modifications to vehicles or facilities to low- or no-emission

Refer to 49 U.S. Code § 5339 for a complete description of eligible capital expenses under this program.

American Rescue Plan (ARP)

The ARP Act of 2021 includes \$30.5 billion in federal funding to help support public transportation systems return service from COVID-19 suspensions. These funds must be obligated by September 30, 2024, and disbursed by September 30, 2029. Eligible expenses include:

- Payroll of public transit providers, including private providers of public transportation
- Operating costs of public transit during the public health emergency, including the purchase of personal protective equipment
- Administrative leave for operations or contractors due to reductions in service

Coronavirus Aid, Relief, and Economic Security (CARES) Act

The CARES Act of 2020 provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic, including public transportation providers. FTA allocated \$25 billion to recipients of urbanized area and rural area formula funds with no local match required. These funds support capital, operating, and other expenses generally eligible under the Section 5307 and 5311 programs incurred on or after January 20, 2020. Funds are available until expended.

Refer to FTA's CARES Act page for more information on eligible expenses.

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)

The CRRSAA allocated \$14 billion in supplemental appropriations for transit infrastructure to help transit agencies respond to COVID-19. Funds are available for operating and capital expenses for all FTA Sections 5307, 5310 and 5311 recipients, including those in large urban areas, and including administrative leave for transit workers. Similar to the CARES Act, these funds support expenses incurred pm or after January 20, 2020. Funds are available until expended.

Refer to FTA's CRRSAA page for more information on eligible expenses.

1.1.2 State Transit Funding Programs

This section describes the state public transit funding sources FDOT has been designated to administer.

Florida Public Transit Block Grant Program

The Public Transit Block Grant Program was established by the Florida Legislature to provide a stable source of funding for public transit. The specific program authority is provided in § 341.052, F.S. Funds are awarded by FDOT to public transit providers eligible to receive funding from the FTA's Section 5307 and 5311 programs and to Community Transportation Coordinators (CTCs). To receive Block Grant funds, eligible transit providers must provide a 10-year Transit Development Plan, a major update of which is due every five years (refer to Rule 14-73.001, Florida Administrative Code [F.A.C.]).

Eligible expenses include capital, service development, and operations.

Eligible Expenses for Capital Assistance

Eligible expenses include traditional capital expenses as defined by 49 U.S. Code § 5302(3), which include the vehicles, equipment, and/or facilities necessary to carry out the public transportation

service. State participation is limited to 50% of the non-federal share of the costs, not to exceed the local share, of any eligible public transit capital project or commuter assistance project. State participation in the final design, right-of-way acquisition, and construction phases of an individual fixed-guideway project that is not approved for federal funding cannot exceed an amount equal to 12.5% of the total cost of each phase.

At FDOT's discretion, State participation can be increased to 100% of the cost of any eligible transit capital project, intercity bus service project, or commuter assistance project that is statewide in scope or involves more than one county where no other governmental entity or appropriate jurisdiction exists. State participation can also be increased to 100% of the capital costs of transit service development projects with statewide significance or transit corridor projects.

Eligible Expenses for Operating Assistance

Eligible expenses include administrative, management, and operations costs directly related to providing public transportation services. State participation in eligible public transit operating costs may not exceed 50% net of farebox, charter, and advertising revenue and federal funds received by the provider for operating costs, whichever amount is less. As with capital assistance, State participation can be increased to 100% of the operating costs of transit service development projects with statewide significance or transit corridor projects.

Public Transit Service Development Program

The Public Transit Service Development Program was enacted by the Florida Legislature to provide initial funding for special projects and is authorized in Chapter 341, F.S. The discretionary funding program is selectively applied to determine whether a new or innovative technique or measure can be used to improve or expand public transit services. Eligible projects specifically include those involving the use of new technologies; services, routes, or vehicle frequencies; the purchase of special transportation services; and other such techniques for increasing service to the riding public. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems are also eligible for Service Development Program funding. State funding for eligible projects under this program is limited to three (3) years.

Transit Corridor Program

The Transit Corridor Program is authorized in Chapter 341, F.S., and provides funding to CTCs or transit agencies to support new services within specific corridors when the services are designed and expected to help reduce or alleviate congestion or other mobility issues. Transit Corridor funds are discretionary and are distributed based on documented need. Program funds may be used for capital or operating expenses. Eligible projects must be identified in a Transit Development Plan, Congestion Management System Plan, or other formal study undertaken by a public agency.

Park-and-Ride Program

The Park-and-Ride Program was initiated in 1982 and provides for the statewide purchase and/or leasing of private land for the construction of park-and-ride lots, promotion of these lots, and monitoring their use. This program is an integral part of FDOT's Commuter Assistance Program to

encourage the use of transit, carpools, vanpools, and other high-occupancy modes and reduce single-occupant vehicle travel. FDOT will fund up to 50% of the non-federal share of park-and-ride capital projects. If a local project is in the best interest of FDOT, the local share may be provided in cash, donated land value, or in-kind services. If federal funds are involved, federal match guidelines must be used.

Commuter Assistance Program

The Commuter Assistance Program was established by Chapters 187 and 341, F.S. to identify effective employer-based transportation demand management (TDM) strategies, foster development of public/private partnerships, and fund appropriate eligible recipients to carry out commuter assistance program projects on behalf of FDOT.

Eligible commuter assistance expenses include:

- Program administration and operational costs.
- Computer hardware and software necessary to establish trip-matching services, where not redundant or sharing could be a more efficient use of equipment.
- Specialized demonstration projects of statewide or regional impact designed to show innovative approaches to commuter assistance.
- Other capital purchases for the accomplishment of program objectives.
- Other operating expenses for the accomplishment of program objectives, such as a Guaranteed Ride Home Project or vanpool administration.

Eligible recipients of matching grant funds are local governments or their designees, including MPOs, Regional Planning Councils (RPCs), transportation authorities, or designated CTCs.

FDOT will fund up to 100% of the eligible costs of commuter assistance projects determined by FDOT to be regional in scope and application or statewide in nature.

Florida Transportation Disadvantaged Program

The Florida Transportation Disadvantaged (TD) Trust Fund was established under § 427.0159, F.S. Funds deposited in the TD Trust Fund may be used by the Florida Commission for the Transportation Disadvantaged (CTD) to subsidize a portion of an eligible TD person's transportation costs not sponsored by an agency if a cash or in-kind match is required. Funds for non-sponsored TD services are distributed based upon the needs of the recipient and according to criteria developed by the Florida CTD. In addition to TD operating funds, there are other reoccurring grant programs offered through the Florida CTD.

Trip and Equipment Grant Program

The Trip and Equipment Grant program was established to provide opportunities for TD citizens to obtain access to transportation for daily living needs not sponsored by any other available federal, state or local funding source. This is a reimbursement grant whereby grantees must provide service or procure capital equipment before seeking reimbursement.

Shirley Conroy Grant Program

The Shirley Conroy Grant Program is a discretionary grant focusing on addressing the capital needs of rural areas. The applicant is required to state the specific amount of money and eligible equipment required to complete the project, as well as provide specific details supporting the need, impact, and value of the project on the coordinated system.

Florida CTD Planning Grant

The Planning Grant Program was established to provide funding to designated official planning agencies to assist the Florida CTD in their responsibilities at the local level and to provide support to the Local Coordinating Boards (LCB). Eligible recipients include any official body, agency, or entity designated by the Florida CTD to fulfill the functions associated with staffing the LCB and other local designated planning agency functions. This is a fixed-price agreement to complete certain tasks outlined in the Florida CTD's *Program Manual and Instructions for the Planning Grant* document found on their website.






1.2 Types of Procurement

It is important at the initial stage of the procurement process that subrecipients identify not only the funding source, but also the procurement type as some types of procurement require specific clauses and certifications to be recognized. The requirements by procurement type can be found in the matrix in Appendix A. As shown in Figure 1-2, there are five major types of procurement:

- Professional Services
- Operations/Management Services
- Rolling Stock
- Construction
- Materials/Supplies.

Formal definitions for these have not been established by FTA, but the figure also provides general examples of each procurement type.

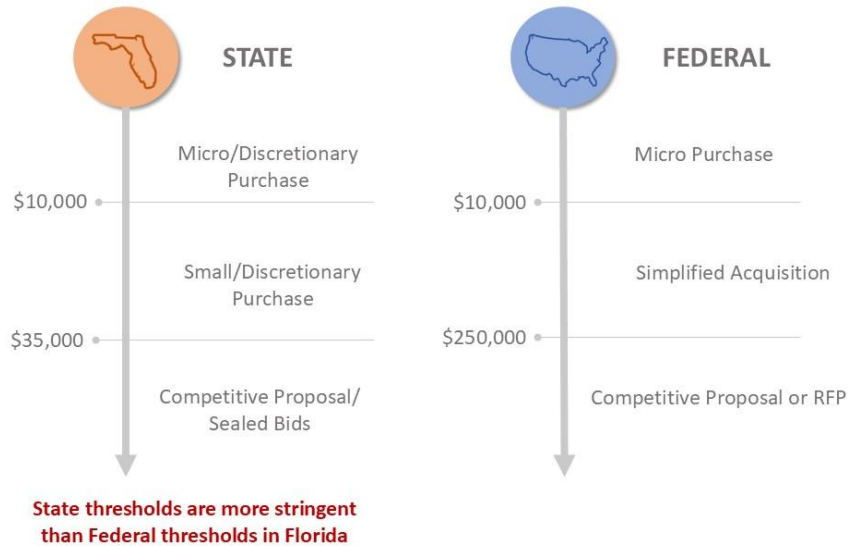
FIGURE 1-2: PROCUREMENT TYPES

<p>Professional Services/Architectural Engineering Services</p> 	<ul style="list-style-type: none"> • Program management • Architecture & Engineering • Design • Survey/Mapping • Feasibility Studies
<p>Operations/Management/Subrecipients</p> 	<ul style="list-style-type: none"> • Accounting • Legal, procurement, etc. • Operating transit vehicles
<p>Rolling Stock</p> 	<p>Buses, vans, cars, railcars, trolleys, ferry boats, and other vehicles used to provide public transportation</p>
<p>Construction</p> 	<p>Construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures or other real property.</p>
<p>Materials and Supplies</p> 	<ul style="list-style-type: none"> • Office or program supplies/equipment related to transportation system • Low-cost spare parts for vehicles (oil, filters, etc.)

1.3 Procurement Levels

Once the funding source has been identified by an agency, the next step is to determine the type of procurement process that must be followed. This is primarily determined by the total cost of the procurement itself. Figure 1-3 illustrates the procurement levels and their thresholds by funding source. State thresholds are applicable in Florida per § 287.017, F.S. and Rule 60A-1.002, F.A.C. and are more stringent than federal thresholds. Federal thresholds are established in FTA Circular C 4220.1, Chapter VI, Section 3. Procurements using only local funds should follow procurement procedures established in local policies. If using a combination of federal, state, and local funds, the more stringent thresholds should be followed. Therefore, if receiving federal funds through FDOT, the state thresholds should be used.

FIGURE 1-3: STATE AND FEDERAL PROCUREMENT THRESHOLDS



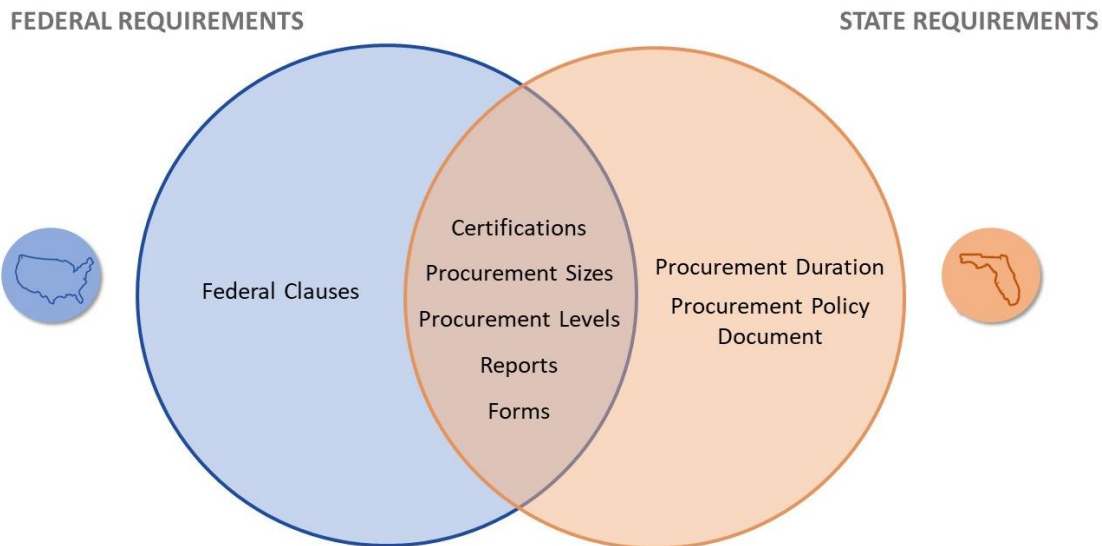
1.4 Procurement Requirements

Figure 1-4 shows how state and federal procurement requirements overlap and where they differ. More detail regarding these steps is provided after the figure.

The primary differences between the procurement process using federal funds vs. state funds are:

- The method for determining the type of procurement.
- Procurements funded with federal funds require acceptance of applicable federal clauses based on the type and amount of procurement; acceptance of these clauses is not required when no federal funding is used.
- Commodity or contractual service procurements funded with state grant funds require an attorney certification to FDOT that the procurement complies with § 287.057, F.S.

FIGURE 1-4: FEDERAL AND STATE PROCUREMENT REQUIREMENTS



Federal Clauses

It is the responsibility of the direct recipient and subrecipients of federal funds to ensure that all federal requirements, required clauses, and certifications are properly followed and included, whether in a master contract or in a purchase document/order. For more information on the applicability of federal clauses, see Appendix A.

Required Certifications, Reports, and Forms

Each procurement level will have a corresponding number of required certifications, reports, and forms. These are required by federal or state entities. To find a matrix of required certifications, reports, and forms, see Appendix A.

Procurement Sizes

Direct recipients and subrecipients of federal funds are prohibited from dividing or reducing the size of a procurement merely to avoid the additional procurement requirements applicable to larger acquisitions. For example, a procurement that would otherwise be considered a small purchase cannot be split into several different procurements so that each separate procurement would then fall within the micro purchase threshold of less than or equal to \$10,000.

Procurement Level Thresholds

If the estimated procurement cost is close to the threshold of the next procurement level, agencies should comply with the requirements of the next procurement level, as it is more difficult to ensure compliance at a later date. For example, if procurement is anticipated to come in under the state’s small purchase threshold of \$10,001, but there is reasonable chance that the amount ultimately paid for that procurement could exceed \$10,001, the subrecipient should treat the procurement as a small purchase

from the beginning of the procurement process to ensure that all aspects of the procurement are ultimately in compliance if the micro purchase threshold is exceeded.

For direct federal recipients using federal funds that do not pass through the state, recipients have the option to self-certify a micro purchase threshold up to \$50,000, according to current guidelines under Federal Acquisition Regulations (FAR) 13.201. Recipients should follow the procedures outlined in 2 CFR 200 if considering self-certification.

Procurement Duration

FDOT specifies in capital contracts that the subrecipient must complete all purchases within a one-year period. The funds will expire at the end of the one-year period if the subrecipient has not completed all purchases.

FDOT may, however, exercise its discretion to approve an extension to a grant on a case-by-case basis and, depending on the type of purchase, whether the subrecipient demonstrates that “reasons beyond its control” (lack of planning excluded), it is following all applicable procurement policies and requirements, and has demonstrated:

1. that a good faith effort has been made to complete the purchases, and
2. that it can complete such purchases within a reasonable amount of time

Procurement Policy Document

FDOT subrecipients with historical or anticipated upcoming procurements that meet (or exceed) the small purchase threshold are required to develop an internal procurement policy document. This document should outline the processes and procedures the agency will use to ensure compliance with all federal and state procurement rules and regulations. The internal procurement policy document must be reviewed and approved by the FDOT District Grant Program Manager every three years. A sample agency procurement policy is provided in Appendix B for reference.

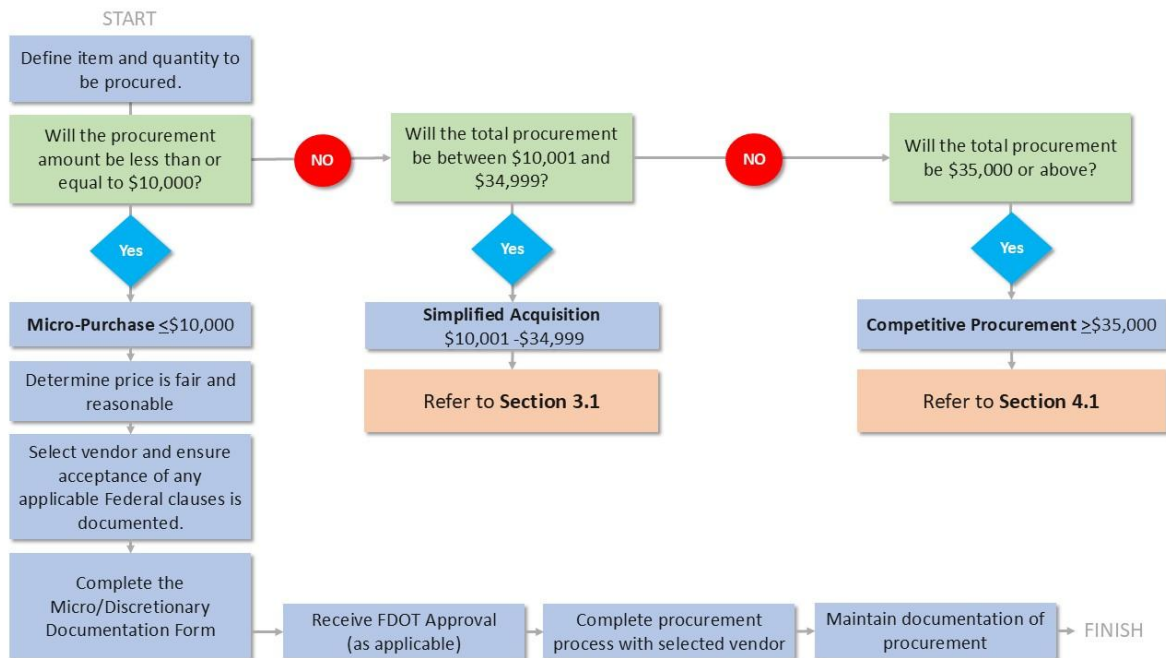
2 MICRO/DISCRETIONARY PURCHASE PROCEDURES

A micro purchase refers to the procurement of a service or item less than or equal to the cost of \$10,000. When referring to state funded procurements, a micro purchase is referred to as a discretionary purchase. The following section outlines the appropriate procedure for a micro/discretionary purchase when federal or state funding sources are used.

2.1 Micro Purchases with Federal Funds

Purchases less than or equal to the cost of \$10,000 using federal funds in any capacity must be completed using the micro purchase procedures outlined below and in Figure 2-1¹. As previously noted, dividing or reducing the size of a procurement to avoid the requirements of a simplified acquisition is not allowed. A micro purchase may be made without obtaining competitive quotes if the subrecipient determines that the price to be paid is fair and reasonable (e.g., based on recent research, experience, or purchases). Repetitive micro purchases for the same good or service should be distributed among qualified buyers within a reasonable geographic area.

FIGURE 2-1: PROCESS FOR FEDERALLY FUNDED MICRO PURCHASES



¹ If using federal funds only (i.e., no state funds are used in any amount), the federal thresholds identified in Figure 1-3 may be followed.

The steps for completing a micro purchase procurement include:

1. Determine the item and quantity to be purchased based on the grant award (funding source).
2. Gather price information to determine if the price is fair and reasonable. This normally will be based on a comparison of historical prices paid for the item or commercial/Internet catalog or advertised prices. The subrecipients are encouraged to obtain quotes (orally or written), but it is not required. Refer to Section 3.2 for procedures to obtain a quote.
3. Select the vendor and ensure acceptance of any applicable federal clauses is documented.
4. Complete a Micro/Discretionary Purchase Documentation Form (Appendix C) and submit to the FDOT District Grant Program Manager for review and approval, if required. Such a requirement may be in response to a risk assessment finding, triennial review corrective action, etc. but will be discussed with the subrecipient in advance of executing the PTGA. It is crucial the purchase order clearly specifies the item(s) or service(s) being purchased and the terms and conditions of the purchase.
5. If approval is required, the FDOT Grant Program Manager must approve the micro purchases before the recipient places a written or oral purchase order. FDOT encourages subrecipients to work collaboratively with their FDOT District Program Manager to ensure they are in full compliance with all federal and state regulations and can show documented evidence to support the recommendation and decision to make a micro purchase award.
6. The procurement process is completed with the selected vendor.
7. Documentation must be kept to support the method of purchase, basis for vendor selection, and reasonableness of price.

2.1.1 Applicable Federal Clauses

For procurements funded with federal grants, it is the responsibility of the subrecipient to ensure that all federal requirements, required clauses, and certifications are properly followed and included, whether in a master contract or in a purchase document/order.

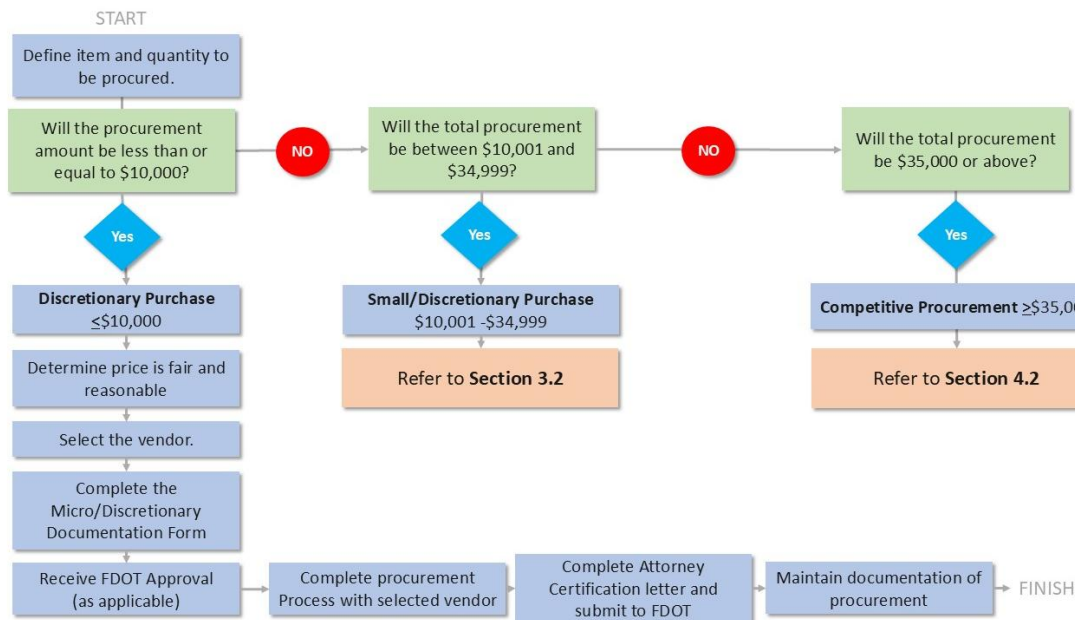
Generally, federal clauses do not apply to micro purchases, **with the exception of construction contracts of \$2,000–\$9,999**. In this event, the applicant should review all federal clauses to identify those appropriate to consider in their procurement process.

2.2 Small/Discretionary Purchases (\leq \$10,000) with State Funds

Purchases less than or equal to the cost of \$10,000 procured with only state funds should be carried out using good purchasing practices. Such practices include but are not limited to the receipt of written quotations or written records of telephone quotations. As previously noted, dividing or reducing the size of a procurement to avoid the requirements of a small purchase is not allowed.

A discretionary purchase may be made without obtaining competitive quotes if the subrecipient determines that the price to be paid is fair and reasonable (e.g., based on recent research, experience, or recent similar purchases). The steps for completing a discretionary procurement less than or equal to \$10,000 are described below and illustrated in Figure 2-2.

FIGURE 2-2: PROCESS FOR STATE FUNDED SMALL/DISCRETIONARY PURCHASES (\leq \$10,000)



1. Determine the item and quantity to be purchased based on the grant award.
2. Gather price information to determine if the price is fair and reasonable. This normally will be based on a comparison of historical prices paid for the item or commercial/Internet catalog or advertised prices. The subrecipients are encouraged to obtain quotes (orally or written), but it is not required.
3. Select the vendor.
4. Complete a Micro/Discretionary Purchase Documentation Form (Appendix C) and submit to the FDOT District Grant Program Manager for review and approval, if required. Such a requirement may be in response to a risk assessment finding, triennial review corrective action, etc. but will be discussed with the subrecipient in advance of executing the PTGA. It is crucial the purchase order clearly specifies the item(s) or service(s) being purchased and the terms and conditions of the purchase.
5. If approval is required, the FDOT Grant Program Manager must approve the micro purchases before the recipient places a written or oral purchase order. FDOT encourages subrecipients to work collaboratively with their FDOT District Program Manager to ensure they are in full compliance with all federal and state regulations and can show documented evidence to support the recommendation and decision to make a micro purchase award.
6. The procurement process is completed with the selected vendor.
7. Documentation to support the method of purchase, basis for vendor selection, and reasonableness of price must be kept.

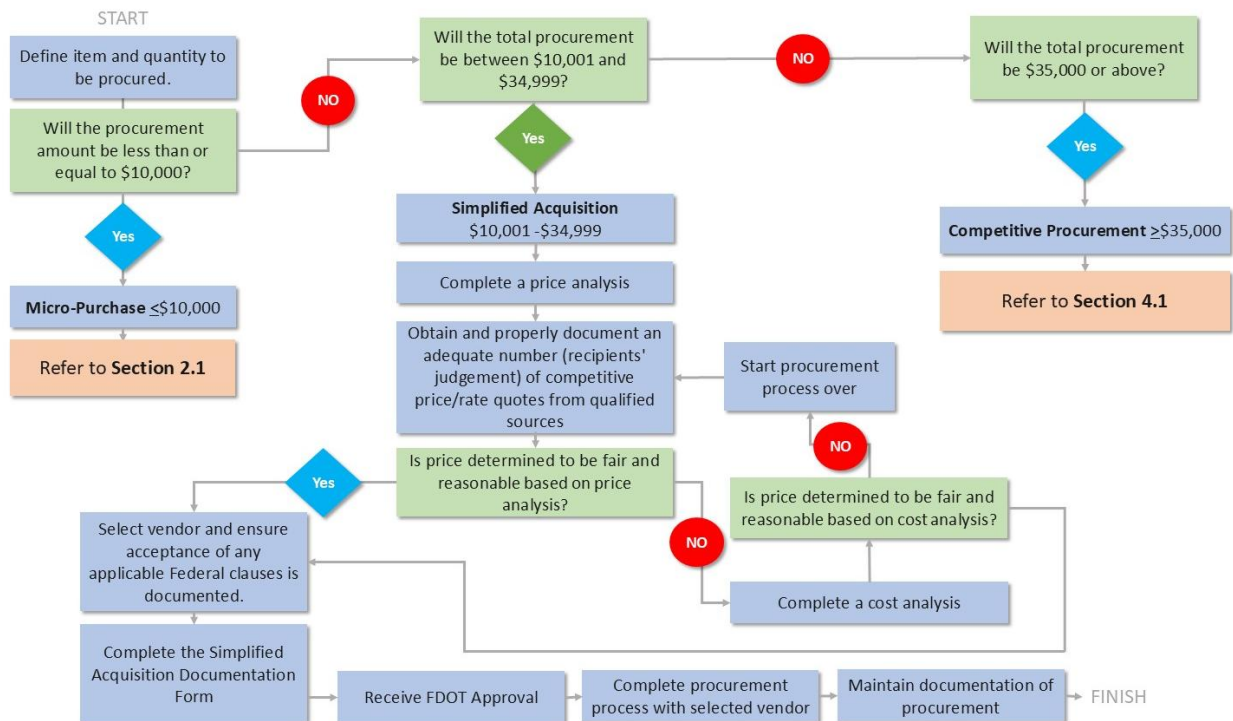
3 SIMPLIFIED ACQUISITION OR SMALL/DISCRETIONARY PURCHASE PROCEDURES

Simplified acquisitions or small purchases refer to the purchase of a service or item between \$10,001 and \$35,000. Purchases made within these thresholds using state funds are also referred to as discretionary purchases. The following section outlines the appropriate procedure for either a simplified acquisition or small/discretionary purchase when using either federal or state funding sources.

3.1 Simplified Acquisition with Federal Funds

The minimum federal threshold for a simplified acquisition can be set lower than the established \$250,000 threshold by the recipient. Purchases of \$10,001 or greater but less than \$35,000 using federal funds in any capacity must be completed using the simplified acquisition procedures outlined below². As previously noted, dividing or reducing the size of a procurement to avoid the requirements of a competitive procurement required for procurements \$35,000 or greater is not allowed. The steps for completing a simplified acquisition are described below and illustrated in Figure 3-1.

FIGURE 3-1: PROCESS FOR FEDERALLY FUNDED SIMPLIFIED ACQUISITION



² If using federal funds only (i.e., no state funds are used in any amount), the federal thresholds identified in Figure 1-3 may be followed.

1. The subrecipient completes a price or cost analysis.

The price analysis for simplified acquisitions is more detailed than that of a micro purchase, but less detailed than for a competitive bid procurement. The purpose of a cost or price analysis (sometimes also referred to as an independent cost estimate [ICE]) is to demonstrate that the quotes solicited are fair and reasonable and in line with the anticipated cost for the goods and services being procured.

A price analysis should be conducted if the subrecipient determines that competition was adequate. However, if a price analysis is expected to not provide sufficient information to determine the reasonableness of the contract price, a cost analysis should be conducted in addition to or in place of a price analysis.

The price analysis should be completed before beginning a procurement request, i.e., when requesting funds for a grant application. Appendix D provides an example form for a simplified acquisition price or cost analysis.

2. The subrecipient solicits at least three competitive price or rate quotes from an adequate number of qualified sources.

Competitive quotes may be obtained in writing or verbally. Verbal quotes are acceptable for commercially available items, while written quotes are more appropriate when it is necessary to provide vendors with detailed specifications or information about the procurement that cannot be conveyed orally or when pricing for specific items is needed for evaluation.

Quotes must be adequately documented and include the names and address of vendor, item description, unit price, all other fees and charges, and applicable taxes.

3. As mentioned, the subrecipient completes a cost analysis if needed.

If, based on a price analysis, the subrecipient can determine that the price is fair and reasonable, and if the bid is responsive and the bidder responsible, the subrecipient may proceed with award. If, however, the reasonableness of the bid cannot be determined based on a price analysis, then the subrecipient will have to request a detailed breakdown of costs and profit from the bidder and perform a cost analysis.

A cost analysis is the review and evaluation of the separate cost elements and profit in an offeror's or contractor's proposal and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

A cost analysis also is required if the procurement is being sought as a sole source purchase (including contract modification or change order) or the solicitation required the submittal of specific cost elements, i.e., labor hours, overhead, materials, etc.

Sole source procurement occurs when a recipient's stated contract requirements can only be fulfilled from one source, rendering the award noncompetitive. The reason for which a sole source procurement may arise includes unsolicited proposals from the offeror presenting a unique, innovative idea or approach; patent or data right restrictions if they justify a noncompetitive award; substantial duplication of costs for follow on contracts of highly specialized equipment or components that are expected to not be recovered through competition; and unacceptable delays in the continued development of specialized equipment

or components that would be caused by the process of awarding another contractor with the contract.

A cost analysis is more complex and detailed than a price analysis. Therefore, it is recommended to use a price analysis whenever possible. For more information on how to complete a cost analysis, please refer to FTA's Best Practices Procurement Manual, Section 5.2. A link to the manual can be found in Section 6 of this document.

4. The subrecipient selects the vendor/contractor and ensures acceptance of all appropriate federal clauses.
5. The subrecipient completes the Small Purchase Documentation Form provided in Appendix D. Generally, a comparison of proposed prices received in response to the solicitation is sufficient to establish price reasonableness. Other methods to determine price reasonableness may include:
 - Comparison of catalog or market prices
 - Comparison of regulated prices such as utility purchases
 - Comparison with recent prices for similar goods and services

The subrecipient is required to complete the form found in Appendix D to provide a sole source justification if only one price or rate quotation is received.

6. The subrecipient submits the small purchase documentation form to the FDOT District Grant Program Manager to obtain approval for the purchase.
7. The subrecipient will then complete the procurement process with the selected vendor.
8. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

Other requirements for small purchase procurements include:

- Using appropriate specifications and avoiding unduly restrictive specifications, such as specifying only a "brand name" product instead of allowing "an equal" product to be offered without listing its salient characteristics.
- Not applying a geographic preference for local or in-state suppliers when evaluating quotes for award (except when purchasing architectural engineering services).
- Subrecipients should periodically review purchases to discern procurement patterns for a particular product or service.

For a small purchase, the subrecipient may provide a separate signature page indicating that the contractor or supplier agrees to the applicable federal clause(s). An example of this signature page is also included in Appendix D.

3.1.1 Applicable Federal Clauses

Small purchases require compliance with different federal clauses, depending on the dollar amount and/or type of procurement.

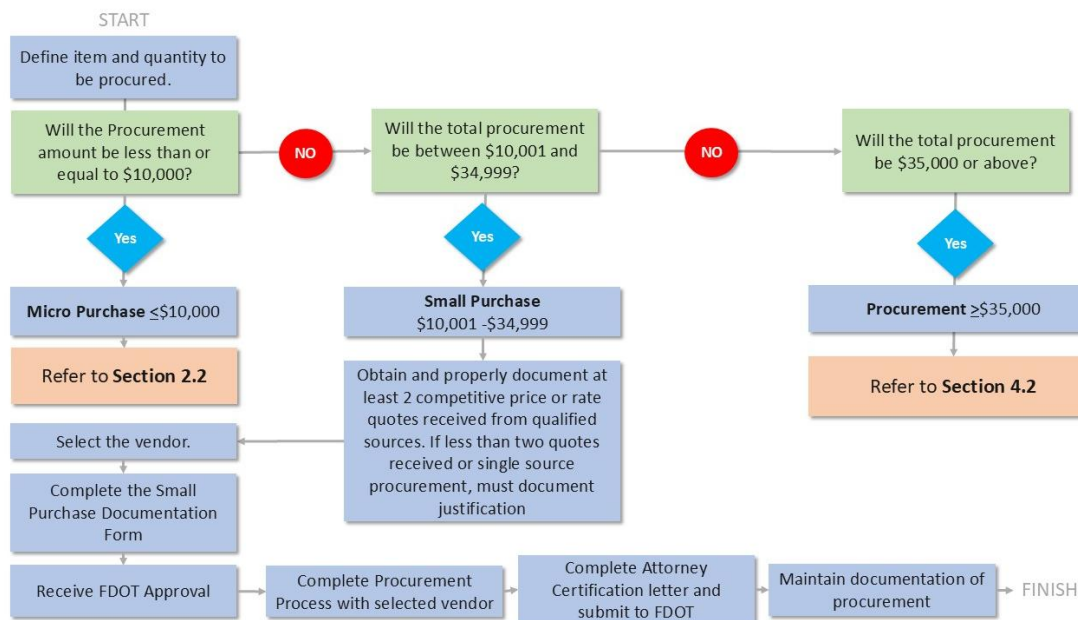
A full list of federal clauses that may apply based on type of procurement, procurement amount, or other circumstances can be found in Appendix A followed by descriptions of more common federal

clauses. If any federal clauses should apply, then the issuance of a contract or purchase document/order should include reference to the applicable federal clauses and the appropriate federal clause checklists included in Appendix A of this document.

3.2 Small/Discretionary Purchases (\$10,001-\$34,999) with State Funds

Purchases \$10,001 or greater but less than \$35,000 using only state funds may be made using written quotations, written records of telephone quotations, or informal bids to be opened upon receipt, whenever practical. As previously noted, dividing or reducing the size of a procurement to avoid the requirements of a competitive procurement required for procurements \$35,000 or greater is not allowed. The steps for completing a discretionary procurement in the amount of \$10,001–\$34,999 is illustrated in Figure 3-2 and detailed below.

FIGURE 3-2: PROCESS FOR STATE FUNDED DISCRETIONARY PURCHASES (\$10,001-\$34,999)



1. The subrecipient solicits competitive price or rate quotes from qualified sources. Generally, a comparison of proposed prices received in response to the solicitation is sufficient to establish price reasonableness. Other methods to determine price reasonableness may include: a) Comparison of catalog or market prices; b) Comparison of regulated prices such as utility purchases; c) Comparison with recent prices for similar goods and services. Quotes must be adequately documented and include the names and address of vendor, item description, unit price, all other fees and charges, and applicable taxes.
2. The subrecipient completes the Small Purchase Documentation Form provided in Appendix D. If the subrecipient receives less than two quotes, it must include a statement as to why additional quotes were not received. If the subrecipient determines that commodities or contractual services are available only from a single source, or that conditions warrant negotiation on the

best terms and conditions, the subrecipient may proceed with the procurement. The subrecipient is required to complete the form found in Appendix D to provide a sole source justification if only one price or rate quotation is received.

3. The subrecipient submits the small purchase documentation form to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT.
4. The subrecipient signs the Public Transportation Grant Agreement (PTGA) with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any state funding.
5. The subrecipient completes the procurement process with the selected vendor.
6. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

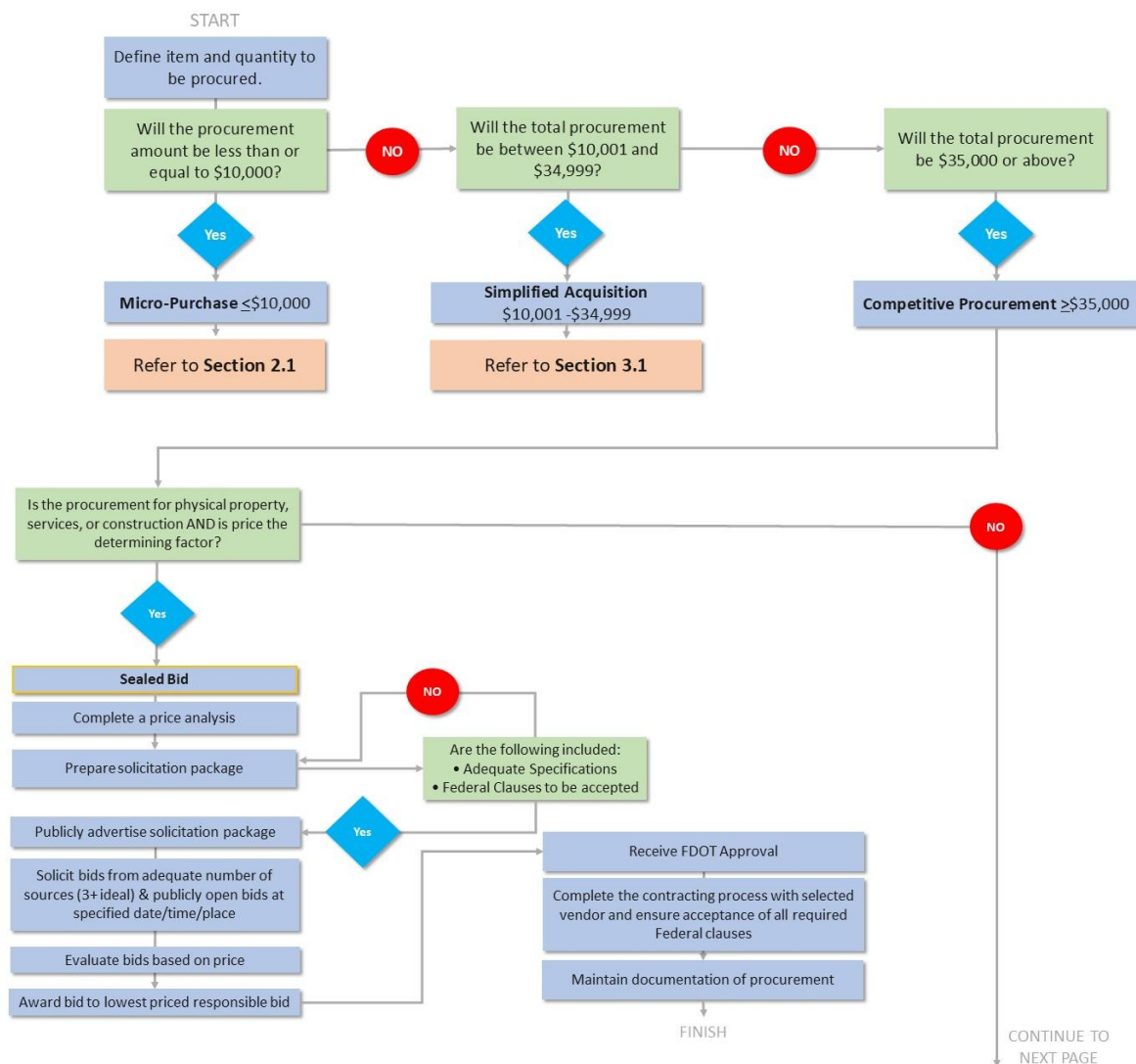
4 COMPETITIVE PROCUREMENT PROCEDURES

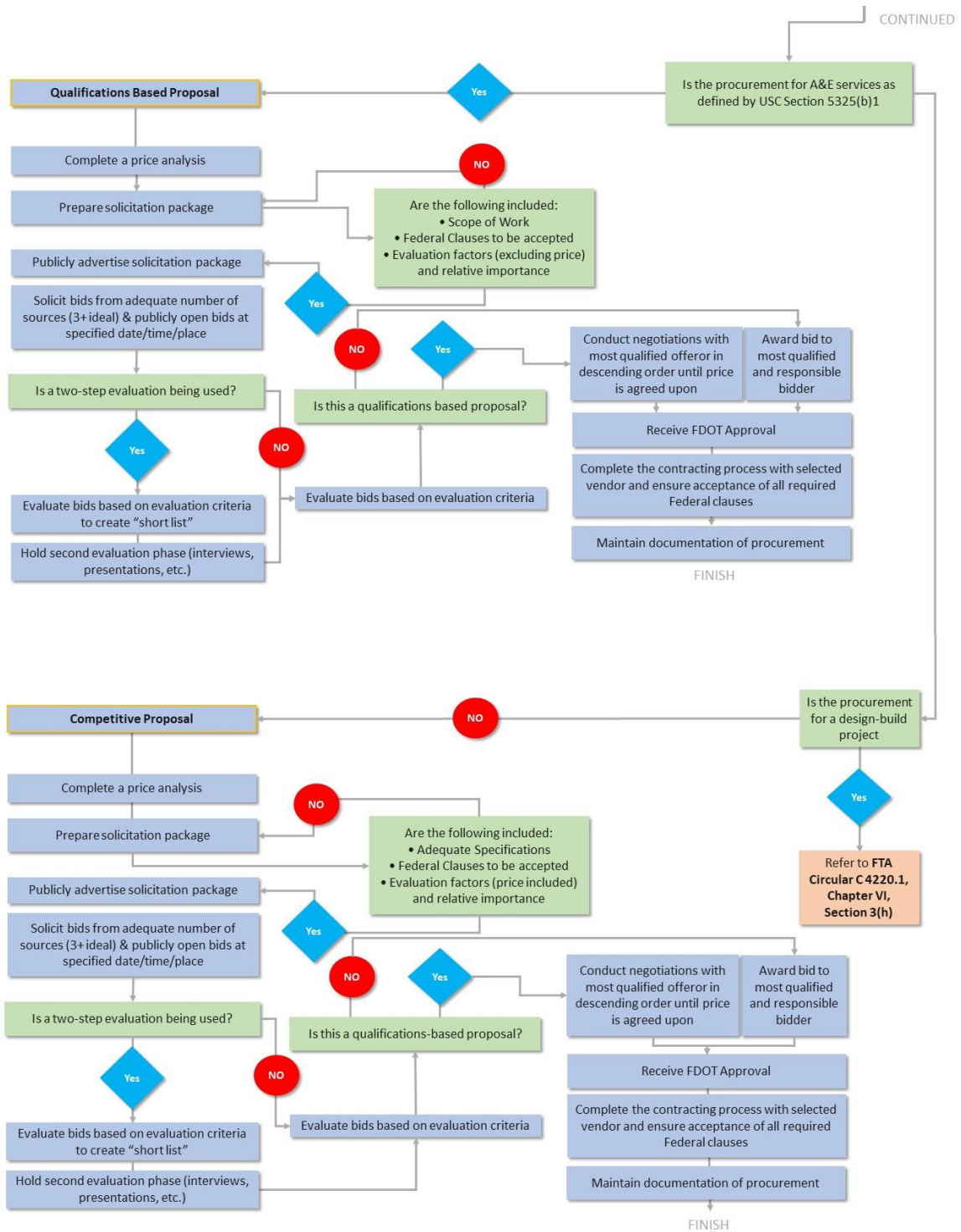
The specific procedures for procurements equal to or greater than \$35,000 vary depending on the type of property, good, material, or services being procured. For more information regarding competitive bids or sealed proposal procurements, contact your District Grant Program Manager listed in Section 5.

4.1 Competitive Procurement Procedures with Federal Funds

Purchases \$35,000 or greater using federal funds in any capacity must be completed using the competitive procurement procedures illustrated in Figure 4-1 and outlined below³.

FIGURE 4-1: PROCESS FOR FEDERALLY FUNDED COMPETITIVE PURCHASES





³ If using federal funds only (i.e., no state funds are used in any amount), the federal thresholds identified in Figure 1-3 may be followed.

4.1.1 Determining the Type of Competitive Procurement

For competitive procurements, the type of goods or services being procured influences what procedures must be followed. There are two types of competitive purchase procedures:

- *Sealed bids*— Involves competitive bids used for high-cost purchases of physical property, construction, or other services. For example, it is common to use sealed bids for heavy equipment purchases where the lowest-priced bidder that meets the established requirements will win the bid.
- *Competitive proposals*— Considers more than just price; further evaluation is required to determine which bid provides the best value or response. Best Value is a procurement strategy that seeks the most advantageous overall offer by weighing factors beyond price, such as technical quality and past performance, to achieve the best outcome for the recipient.

Sealed Bids

Sealed bids are bids that are publicly solicited, and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest-priced responsible bidder whose bid conforms to all the material terms and conditions.

Sealed bid procurements should be used when the following circumstances are present:

- **Precise Specifications** – A complete, adequate, precise, and realistic specification or purchase description is available.
- **Adequate Sources** – Two or more responsible bidders are willing and able to compete effectively for the business.
- **Fixed Price Contract** – The procurement generally lends itself to a firm fixed-price contract.
- **Price Determinative** – The successful bidder can be selected based on price and the price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Selection may not be determined based on other factors whose costs cannot be measured at the time of award.
- **Discussions Unnecessary** – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary, as award of the contract will be made based on price and price-related factors alone. This contrasts with competitive proposal procedures in which discussions with individual bidders are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received during a sealed bid procurement process can be useful.

Competitive Proposals

Competitive proposals, also referred to as Request for Proposals (RFPs), should be issued when the nature of the procurement does not lend itself to sealed bidding and the recipient expects that more than one source will be willing and able to submit an offer or proposal. A competitive proposal should be issued when any of the following circumstances are present:

- **Type of Specifications** – Precise specifications on the goods or services to be acquired cannot be provided or other circumstances, such as the need for discussions or the importance of basing the contract award on factors other than price alone, are present.
- **Uncertain Number of Sources** – Uncertainty about whether more than one bid will be submitted in response to an invitation to bid (ITB), and the recipient lacks the authority or flexibility under state or local law to negotiate the contract price if it receives only a single bid.
- **Price Alone Not Determinative** – Due to the nature of the procurement, the contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. A price analysis should be conducted if the subrecipient determines that competition was adequate. However, if a price analysis is expected to not provide sufficient information to determine the reasonableness of the contract price, a cost analysis should be conducted in addition to or in place of a price analysis.
- **Discussions Expected** – Separate discussions with individual bidder(s) are expected to be necessary after they have submitted their proposals. This contrasts with sealed bid procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

Qualifications-Based Procurement Procedures

Qualifications-based procurement procedures are required when contracting for Architectural & Engineering (A&E) services and other services listed in 49 U.S. Code § 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. This includes program management, architectural engineering, construction management, planning, surveying, mapping, or related services.

Unless FTA determines otherwise in writing, a subrecipient may not use qualifications-based procurement procedures to acquire other types of services if those services are not directly in support thereof, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property.

Mixed A&E Construction Contract: Alternative Contract Methods

Alternative Contracting Methods (ACMs) such as design-build, construction manager/general contractor (CM/GC), and progressive design-build combine design and construction services differently from the traditional design-bid-build approach. When selecting a procurement method for an ACM, the recipient should evaluate whether design or construction costs predominate—using sealed bidding or competitive proposals if construction costs are higher, or qualifications-based selection if design costs lead. However, for methods like progressive design-build, where costs shift over time, qualifications-based selection may still be appropriate, and recipients should use judgment and consult FTA if pursuing an unaddressed method..

More information on the requirements for design-build contracts can be found in FTA Circular C 4220.1G, Chapter VI, Section 3(g).

4.1.2 Sealed Bid Procurement Process

The following procedures apply to sealed bid procurements.

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. The subrecipient completes a price or cost analysis to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluated.
3. The subrecipient prepares the solicitation package, which includes:
 - a. Adequate specifications, including any specifications and pertinent attachments necessary to describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - b. Appropriate federal clauses that must be accepted by the vendor upon contract execution.
4. The subrecipient publicly advertises the solicitation package and provides bidders sufficient time to prepare bids before the stated date of bid opening. This may include holding a pre-bid meeting to answer bidder questions about the procurement.
5. Bids are solicited from an adequate number of known suppliers. All bids are publicly opened at the time and place prescribed in the ITB.
6. The firm price contract is awarded in writing to the lowest responsive and responsible bidder, unless it is determined that any or all bids should be rejected due to a sound, documented business reason.
7. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT.
8. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any federal pass-through funding.
9. The subrecipient completes the contracting process with the selected vendor and ensures acceptance of all required federal clauses.
10. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

4.1.3 Competitive Procurement Process (RFP)

Typically, competitive proposals follow a two-step process. In the first step, respondents are ranked, and a “short list” of firms to participate may be developed. In the second step, further evaluations and potential negotiations are conducted with the top ranked or short-listed firms to arrive at the award of a contract.

The following procedures apply to competitive proposal procurements:

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. The subrecipient completes a price or cost analysis to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluated.
3. The subrecipient prepares the solicitation package, which includes:
 - a. Adequate specifications or scope of work, including any specifications and pertinent attachments necessary to describe the services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

- b. Appropriate federal clauses that must be accepted by the vendor upon contract execution.
 - c. All evaluation factors and their relative importance are specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
 - d. Indication whether an award will be selected from the proposals or if a two-step evaluation process will be used.
 - e. As allowed under § 287.057, F.S., the recipient may award the contract to the bidder whose proposal provides the “best value” to the recipient. To do so, the recipient’s solicitation must inform potential bidders that the award will be made on a “best value” basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the subrecipient.
4. The subrecipient publicly advertises the solicitation package and provides bidders sufficient time to prepare bids before the stated date of bid opening. This may include holding a pre-bid meeting to answer bidder questions about the procurement.
 5. Bids are solicited from an adequate number of known suppliers, and all bids are publicly opened at the time and place prescribed in the ITB.
 6. The subrecipient conducts technical evaluations of the proposals received based on the established methodology to determine the most qualified bidder.
 - a. If a two-step evaluation process is used, the bids are initially ranked, and a short list of bidders are asked to participate in a subsequent evaluation phase (typically an interview or presentation).
 - b. The interview/presentation or other means of evaluating the short list of bids is completed.
 7. An award is made to the responsible bidder whose proposal is most advantageous to the recipient’s program, with price and other factors considered based on the established evaluation criteria.
 8. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT.
 9. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any federal pass-through funding.
 10. The subrecipient completes the contracting process with the selected vendor and ensures acceptance of all required federal clauses.
 11. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

4.1.4 Qualifications-Based Procurement Procedures

Qualifications-based procurement procedures follow those previously described for competitive proposals with the following exceptions:

- Only a bidder’s qualifications are evaluated to determine contract award; price is excluded as an evaluation factor.

- Negotiations are first conducted with only the most qualified bidder.
- If a fair and reasonable price cannot be agreed upon, negotiations may then be conducted with the next most qualified bidder and subsequently, as needed, with bidders in descending order until contract award can be made to the bidder whose price the recipient believes is fair and reasonable.

4.1.5 Applicable Federal clauses

Competitive purchases require compliance with different federal clauses, depending on the dollar amount and/or type of procurement.

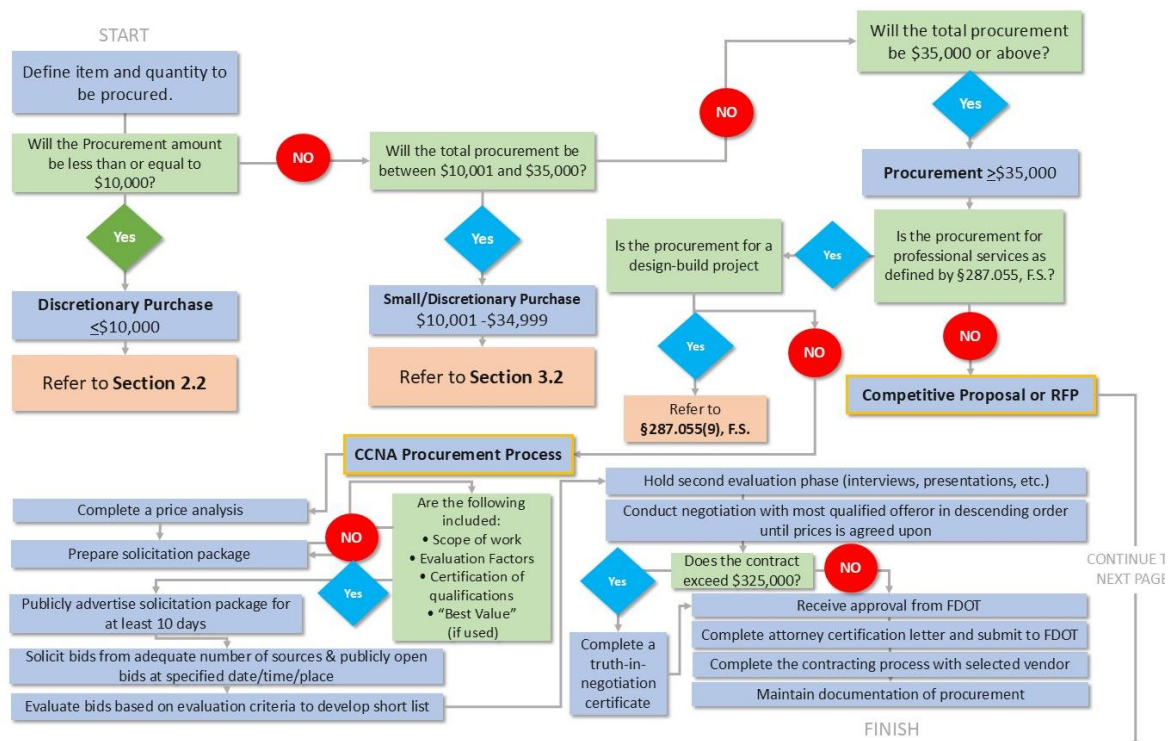
A full list of federal clauses that may apply based on type of procurement, procurement amount, or other circumstances can be found in Appendix A followed by descriptions of more common federal clauses. If any federal clauses should apply, then the issuance of a contract or purchase document/order should include reference to the applicable federal clauses and the appropriate federal clauses checklists included in Appendix A of this document.

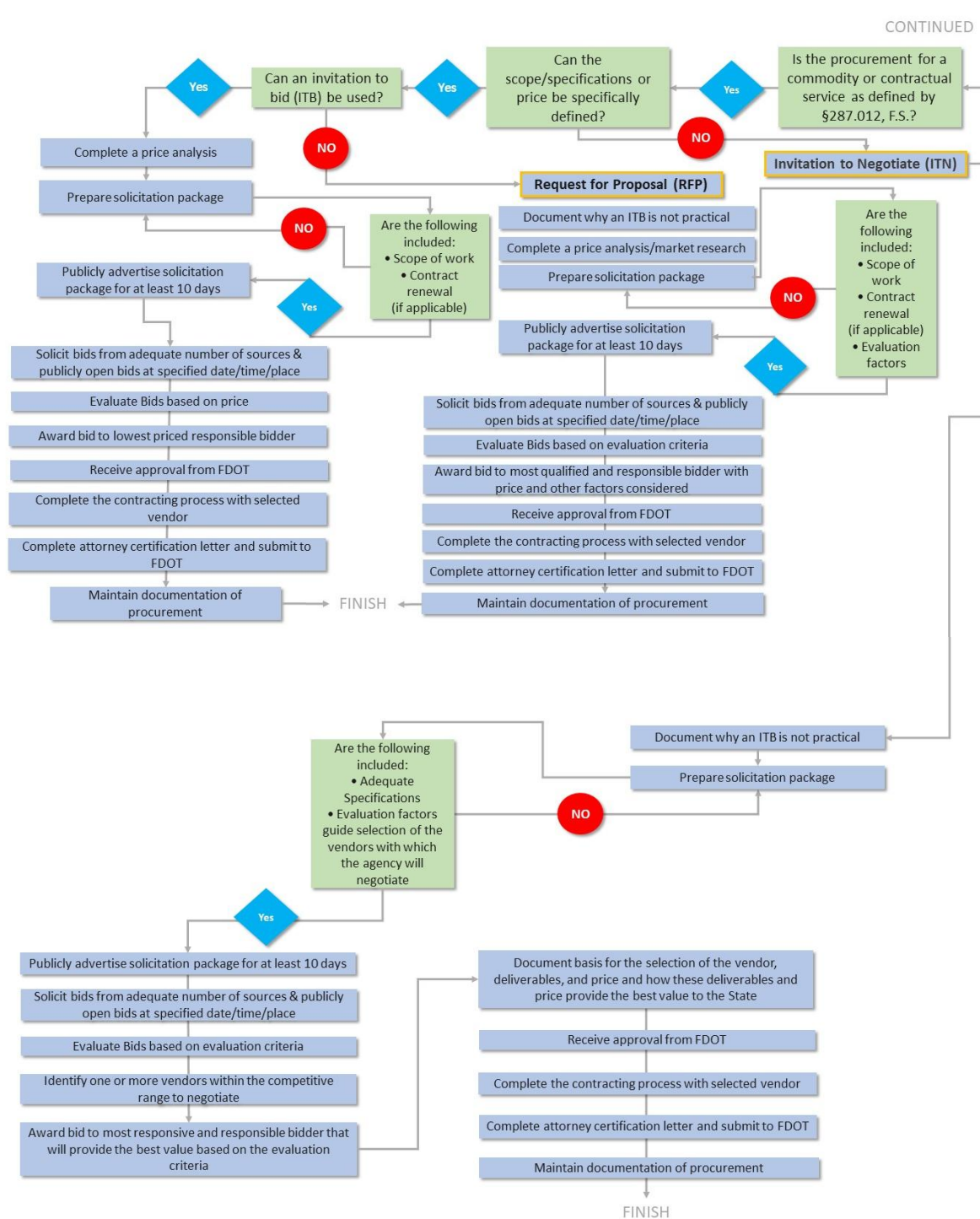
4.2 Competitive Procurement Procedures with State Funds

Section 287.057, F.S., and Rule 60A-1.002(4), F.A.C., require formal competitive solicitations for purchases using state transit funds exceeding \$35,000 (defined as a Category Two purchase by § 287.012, F.S.) with few exceptions (e.g., declared emergency, through a stated term contract, a single-source procurement, etc., as defined in § 287.057(3), F.S.

Purchases \$35,000 or greater using only state funds must be completed using the competitive procurement procedures illustrated in Figure 4-1 and outlined below.

FIGURE 4-2: PROCESS FOR STATE FUNDED COMPETITIVE PURCHASES





4.2.1 Determining the Type of Competitive Procurement

For competitive procurements, the type of goods or services being procured influences the procedures to be followed.

Professional Consulting Services

Procurements for professional consulting services such as A&E, landscaping, surveying, planning, etc., must be completed using the procedures outlined in the “Consultants’ Competitive Negotiation Act” (CCNA) provided under § 287.055 F.S. The CCNA procurement process applies to a planning or study activity when the fee for professional services exceeds a Category Two threshold of \$35,000 or when professional services must be purchased for a construction project where the costs are estimated to exceed a Category Five threshold of \$325,000 (as provided in § 287.017 F.S.).

Commodities or Contractual Services

Commodities refer to various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property. Contractual services are the rendering by a contractor of its time and effort rather than the furnishing of specific commodities (accounting, security, management systems, management consulting, educational training programs, etc.), as defined by § 287.012 F.S. Three types of competitive purchase procedures are used to procure commodities or contractual services above a Category Two threshold (\$35,000):

- Invitation to Bid
- Request for Proposal
- Invitation to Negotiate

These are ranked from most price-driven to least price-driven and move from least to greatest flexibility and least to most time consuming.

4.2.2 Professional Consulting Services (CCNA) Procurement Process

The following procedures apply to CCNA procurements:

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. The subrecipient completes a detailed analysis of the cost of the professional services required based on the project or scope of work.
3. The subrecipient prepares the solicitation package:
 - a. A scope of work regarding the professional services sought or information regarding the project with enough detail to where the bidder can provide an adequate response is prepared.
 - b. All evaluation factors and their relative importance are specified in the solicitation; however, numerical or percentage ratings or weights need not be disclosed. Capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise, and other factors should be included. The price for services may be considered only during the competitive negotiation process.
 - c. Certification of qualifications by any firm or individual desiring to provide professional services to the subrecipient must be found to be fully qualified to provide the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.
 - d. As allowed under § 287.057, F.S., the subrecipient may award the contract to the bidder whose proposal provides the “best value.” To do so, the solicitation package must

inform potential bidders that the award will be made on a “best value” basis and identify what factors will form the basis for the award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the subrecipient.

4. The subrecipient publicly advertises the solicitation package simultaneously to all potential bidders per § 287.012(16), F.S. The solicitation must be advertised for a minimum of ten (10) calendar days per § 287.042(3)(b)(1) unless the agency determines in writing that a shorter period is necessary to avoid harming the interests of the State. However, a longer period is advisable to assure adequate competition (30 days is a typical advertisement period). This may include holding a pre-bid meeting to answer bidder questions about the procurement.
5. Bids are solicited from an adequate number of known firms/vendors, and all bids are publicly opened at the time and place prescribed in the ITB.
6. The subrecipient conducts technical evaluations of the proposals received based on the established methodology to determine the most qualified bidder.
7. The evaluated bids are initially ranked in order of preference, and a short list of bidders (no fewer than three) deemed to be the most highly qualified are listed. These bidders are asked to participate in a subsequent discussion, which may require public presentations, regarding their qualifications, approach to the project, and ability to furnish the required services.
8. An interview/presentation or other means of further evaluating the short list of firms is completed.
9. The subrecipient enters into competitive negotiation with the most qualified firm at the price the subrecipient determines is fair, competitive, and reasonable based on the internal cost analysis. If the professional service contract exceeds \$325,000, the subrecipient requires the firm receiving the award to execute a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. If the subrecipient is unable to successfully negotiate with the firm considered to be the most qualified at a price determined to be fair, competitive, and reasonable, then negotiations with that firm must be formally terminated. Negotiations are then undertaken with the second most qualified firm. If negotiations with that firm fail, the subrecipient must terminate negotiations and undertake negotiations with the third most qualified firm. This continues until successful negotiations are completed or the subrecipient determines that a negotiation at a fair, competitive, and reasonable price cannot be completed.
10. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT. The contract file for a firm selected through an RFP must contain a short, plain statement that explains the basis for the selection of the vendor and that sets forth the vendor’s deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the State.
11. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any state funding.

12. The subrecipient completes the contracting process with the selected vendor; per § 287.055(6), F.S., each contract entered into for professional services must contain a prohibition against contingent fees. The text of the prohibition should be inserted as follows: *“The (firm name) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”* For the breach or violation of this provision, the subrecipient has the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
13. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

4.2.3 Invitation to Bid (ITB)

An ITB is a written or electronically-posted solicitation for competitive sealed bids. The ITB method is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency can establish precise specifications defining the actual commodity or group of commodities required.

Reasons for choosing an ITB include the following:

- Standard off-the-shelf products are known to meet the determined need.
- Standard services of a usual commercial type and price structure, especially technical or nonprofessional services, such as custodial or waste removal services, or equipment maintenance, are known to meet the need.
- Filling an immediate need one or a few times or fulfilling a long-term requirement with repetitive deliveries of same or similar products/services will meet the need.
- Wide competition for the goods or services is available.
- The agency desires to fulfill the requirement at the lowest possible price while meeting its minimum standards.
- The vendor’s qualifications do not greatly impact the agency’s results.
- Any concerns about vendor qualifications can be easily addressed by a simple submittal with the bid (e.g., copy of licenses, references, etc.)

Similar to sealed bids discussed in Section 4.1, ITBs should be used when the following circumstances are present:

- *Precise Specifications* – A complete, adequate, precise, and realistic specification or purchase description is available.
- *Adequate Sources* – Two or more responsible bidders are willing and able to compete effectively for the business.

- *Fixed Price Contract* – The procurement generally lends itself to a firm fixed-price contract.
- *Price Determinative* – The successful bidder can be selected based on price and the price-related factors listed in the solicitation.
- *Discussions Unnecessary* – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with competitive proposal (CCNA) procedures in which discussions with individual bidders are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

4.2.4 ITB Procurement Process

The following procedures apply to sealed bid procurements:

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. The subrecipient completes the necessary market research in advance of preparing the solicitation package.
3. The subrecipient prepares the solicitation package, which includes:
 - a. *Adequate specifications*, including any specifications, scope of work, and pertinent attachments necessary to describe the commodities or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid. Deliverables are clearly and unequivocally spelled out.
 - b. *Contract renewal* – if the subrecipient contemplates renewal of the contract, a statement to that effect.
4. The subrecipient publicly advertises the solicitation package simultaneously to all vendors per § 287.012(16), F.S. The solicitation must be advertised for a minimum of ten (10) calendar days per § 287.042(3)(b)(1) unless the agency determines in writing that a shorter period is necessary to avoid harming the interests of the State. However, a longer period is advisable to assure adequate competition (30 days is a typical reasonable advertisement period). This may include holding a pre-bid meeting to answer bidder questions about the procurement.
5. Bids are solicited from an adequate number of known suppliers. All bids are publicly opened at the time and place prescribed in the ITB.
6. The firm price contract is awarded in writing to the lowest responsive and responsible bidder, unless it is determined that any or all bids should be rejected due to a sound, documented business reason. Bids submitted in response to an ITB in which the subrecipient contemplates renewal of the contract must include the price for each year for which the contract may be renewed.
7. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT.
8. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any state funding.
9. The subrecipient completes the contracting process with the selected vendor.
10. The subrecipient completes the attorney certification to FDOT (sample provided in Appendix E).

11. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

4.2.5 RFP Procurement Process

An RFP is used when the purposes and uses for which the commodity or contractual service being sought can be specifically defined and the subrecipient can identify necessary deliverables; however, for purposes determined by the subrecipient, an ITB is not the best choice for the procurement.

The following procedures apply to RFP procurements:

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. Before issuing the RFP, the subrecipient must determine and specify in writing the reasons that procurement by an ITB is not practicable.
3. The subrecipient prepares the solicitation package, which includes:
 - a. A statement describing the commodities or contractual services sought.
 - b. A statement as to whether the subrecipient contemplates renewal of the contract.
 - c. All evaluation factors and their relative importance are specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed. Criteria must include but are not limited to, price, consideration of the total cost for each year of the contract (including renewal years) as submitted by the vendor, and prior relevant experience by the bidder.
4. The subrecipient publicly advertises the solicitation package simultaneously to all vendors per § 287.012(16), F.S. The solicitation must be advertised for a minimum of ten (10) calendar days per § 287.042(3)(b)(1) unless the agency determines in writing that a shorter period is necessary to avoid harming the interests of the State. However, a longer period is advisable to assure adequate competition (30 days is a typical reasonable advertisement period). This may include holding a pre-bid meeting, if necessary, to answer bidder questions about the procurement.
5. Bids are solicited from an adequate number of known suppliers. All bids are publicly opened at the time and place prescribed in the ITB.
6. The subrecipient conducts technical evaluations of the proposals received based on the established methodology to determine the most qualified bidder.
7. An award is made to the responsible bidder whose proposal is most advantageous to the recipient's program with price and other factors considered based on the established evaluation criteria.
8. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT. The contract file for a vendor selected through an RFP must contain a short, plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the State.
9. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any state funding.
10. The subrecipient completes the contracting process with the selected vendor.

11. The subrecipient completes the attorney certification to FDOT (sample in Appendix E).
12. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

4.2.6 Invitation to Negotiate (ITN)

An Invitation to Negotiate (ITN) is a solicitation process intended to determine the best method for achieving a specific goal or solving a problem and identifies one or more responsive vendors with which the subrecipient may negotiate to receive the best value. ITN requirements are specified in §287.057(1)(c), F.S., and the following procedures apply:

1. The subrecipient determines the item and quantity to be purchased based on the grant award.
2. Before issuing an ITN, the subrecipient must determine and specify in writing the reasons that procurement by an ITB or an RFP is not practicable.
3. The subrecipient prepares the solicitation package, which must describe:
 - a. Adequate information to bid, including the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.
 - b. Evaluation criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor.
4. The subrecipient publicly advertises the solicitation package simultaneously to all vendors per § 287.012(16), F.S. The solicitation must be advertised for a minimum of ten (10) calendar days per § 287.042(3)(b)(1) unless the agency determines in writing that a shorter period is necessary to avoid harming the interests of the State. However, a longer period is advisable to assure adequate competition (30 days is a typical reasonable advertisement period). This may include holding a pre-bid meeting, if necessary, to answer bidder questions about the procurement.
5. Bids are solicited from an adequate number of known suppliers. All bids are publicly opened at the time and place prescribed in the ITB.
6. The subrecipient conducts technical evaluations of the proposals received based on the evaluation criteria established.
7. The subrecipient may select one or more vendors within the competitive range to begin negotiations.
8. An award is made to the responsible and responsive vendor that the subrecipient determines will provide the best value to the state, based on the evaluation criteria.
9. The subrecipient submits the purchase documentation to the FDOT District Grant Program Manager and obtains approval for purchase from FDOT. The contract file for a vendor selected through an ITN must contain a short, plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the State.
10. The subrecipient signs the PTGA with FDOT if new grant funds will be used for procurement. This agreement must be fully executed prior to committing any state funding.

11. The subrecipient completes the contracting process with the selected vendor.
12. The subrecipient completes the attorney certification to FDOT (sample in Appendix E).
13. The subrecipient must keep documentation to support the method of purchase, basis for vendor selection, and reasonableness of price.

5 ADDITIONAL RESOURCES

PROCUREMENT FAQs

A series of procurement related “Frequently Asked Questions”, or FAQs, were compiled during local agency procurement trainings conducted around Florida between August 2017 and April 2019 and were updated in October 2025. The FAQ document can be found here

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/transit/procurement/fdot-procurement-faq_final-2025.pdf?sfvrsn=b8f686cd_1

FDOT PROCUREMENT RESOURCE GUIDES

Procurement resource guides that address the topics below can be found here

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/transit/procurement/fdot-procurement-resource-guides.pdf?sfvrsn=2c289ae1_2.

- Acquisition through Assigned Contract Rights or “Piggybacking”
- Purchasing through the Florida Department of Management Services Contracts
- Joint Procurements

FTA CIRCULAR C 4220.1G, THIRD PARTY CONTRACTING GUIDANCE

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

2 CFR 200 (SUPER CIRCULAR):

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

FTA BEST PRACTICES PROCUREMENT & LESSONS LEARNED MANUAL:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

FTA TRIENNIAL REVIEW MANUAL:

<https://www.transit.dot.gov/funding/grantee-resources/triennial-reviews/triennial-reviews>

NATIONAL RTAP PROCUREMENTPRO WEBSITE:

ProcurementPRO is a free web-based application that guides rural and Tribal grantees and State DOTs through FTA procurement procedures.

<https://www.nationalrtap.org/Technology-Tools/ProcurementPRO>

OTHER GRANTS ADMINISTRATION AND PROCUREMENT RESOURCES:

<https://www.fdot.gov/fdottransit/transitofficehome/grantsadministration.shtm>

APPENDIX A: FEDERAL CERTIFICATIONS & ASSURANCES

This appendix includes references and materials that support the procurement process where federal clauses need to be included in a procurement agreement. All procurements using federal funds in any capacity will need to include the applicable federal clauses. See table below for materials and what page they can be found.

Materials	Description	Page
Federal Certifications and Assurances Clauses Matrix	Guide to applicable federal clauses by procurement level and type.	A-2
Federal Clauses Checklists	Checklists that identify applicable federal clauses by procurement type.	
Professional Services/A&E		A-5
Operations/Management/Subrecipients		A-7
Rolling Stock		A-9
Construction		A-11
Materials and Supplies		A-13
Federal Clause Text	Sample federal clause text.	
Access to Records and Audits		A-15
Bonding Requirements		A-16
Bus Testing		A-19
Buy America Requirements		A-20
Cargo Preference Requirements		A-22
Charter Service		A-23
Clean Air Act		A-24
Clean Water Act (Federal Water Pollution Control Act)		A-25
Civil Rights Laws and Regulations		A-26
Disadvantaged Business Enterprise (DBE)		A-28
Employee Protections		A-32
Energy Conservation		A-34
Federal Changes		A-35
Federal Tax Liability and Recent Felony Convictions		A-36
Fly America		A-37
Government-Wide Debarment and Suspension		A-38
Incorporation of FTA Terms		A-39
Lobbying Restriction		A-40
No Government Obligation to Third Parties		A-41
Patent Rights and Inventions Under Federally Assisted Agreements		A-42
Pre-Award/Post-Delivery Audits of Rolling Stock Purchases		A-44
Program Fraud and False or Fraudulent Statements		A-45
Transit Employee Protective Arrangements		A-46
Recycled Products		A-47
Safe Operation of Motor Vehicles		A-48
School Bus Operations		A-49
Seismic Safety		A-50
Substance Abuse Requirements		A-51
Termination		A-53
Violation and Breach of Contract		A-56
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment		A-58
ADA Access		A-60
Veterans Preference		A-61
Prompt Payment		A-62
Special Notification Requirements for States		A-63
Domestic Preferences for Procurements		A-64

FEDERAL CERTIFICATIONS AND ASSURANCES CLAUSES MATRIX

CLAUSE	COMPETITIVE PURCHASE (≥\$35,000)					SIMPLIFIED ACQUISITION/SMALL PURCHASE (\$10,001 - \$34,999)					MICRO/DISCRETIONARY PURCHASE (≤\$10,000)				
*Waiver currently in effect, see corresponding section for more information															
FLY AMERICA	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel	Foreign air transport/travel					
BUY AMERICA			>\$150,000	>\$150,000	>\$150,000										
CHARTER BUS SERVICE OPERATIONS		All					All								
SCHOOL BUS OPERATIONS		All					All								
CARGO PREFERENCE			Transport by ocean vessel	Transport by ocean vessel	Transport by ocean vessel			Transport by ocean vessel	Transport by ocean vessel	Transport by ocean vessel					
SEISMIC SAFETY	A&E for new buildings and additions			New buildings and additions		A&E for new buildings and additions			New buildings and additions						
FEDERAL CHANGES	All	All	All	All	All	All	All	All	All	All					
ENERGY CONSERVATION	All	All	All	All	All	All	All	All	All	All					
CLEAN WATER	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000										
BUS TESTING			All, except minivans					All, except minivans							
PRE AND POST AWARD DELIVERY AUDIT REQUIREMENTS			All					All							
LOBBYING	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000										
ACCESS TO RECORDS AND AUDITS	All	All	All	All	All	All	All	All	All	All					

Legend



Professional Services/A&E



Operations/Management/Subrecipients


















Rolling Stock


















Construction



Materials & Supplies

CLAUSE	COMPETITIVE PURCHASE (>\$35,000)					SIMPLIFIED ACQUISITION/SMALL PURCHASE (\$10,001 - \$34,999)					MICRO/DISCRETIONARY PURCHASE (<\$10,000)				
															
BONDING				>\$250,000											
CLEAN AIR ACT	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000										
RECYCLED PRODUCTS		EPA-selected items ≥\$10,000, annually		EPA-selected items ≥\$10,000, annually	EPA-selected items ≥\$10,000, annually		EPA-selected items ≥\$10,000, annually		EPA-selected items ≥\$10,000, annually	EPA-selected items ≥\$10,000, annually					
DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT				>\$2,000					>\$2,000					>\$2,000	
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT		>\$100,000	>\$100,000	>\$100,000											
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	All	All	All	All	All	All	All	All	All	All					
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	All	All	All	All	All	All	All	All	All	All					
TERMINATION PROVISIONS	All	All	All	All	All	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000					
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	All	All	All	All	All	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000					
CIVIL RIGHTS	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All
BREACHES AND DISPUTE RESOLUTION	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000										
PATENT RIGHTS AND INVENTIONS UNDER FEDERALLY ASSISTED AGREEMENTS	Research and Development					Research and Development									
DOMESTIC PREFERENCES			All	All	All			All	All	All					

CLAUSE	COMPETITIVE PURCHASE (>\$35,000)					SIMPLIFIED ACQUISITION/SMALL PURCHASE (\$10,001 - \$34,999)					MICRO/DISCRETIONARY PURCHASE (<=\$10,000)				
															
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENT		Transit operations					Transit operations								
DISADVANTAGED BUSINESS ENTERPRISE	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All
PROMPT PAYMENT	All	All	All	All	All	All	All	All	All	All					
INCORPORATION OF FTA TERMS	All	All	All	All	All	All	All	All	All	All					
DRUG AND ALCOHOL TESTING		Transit operations					Transit operations								
NOTICE TO FTA AND USDOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs	\$25,000 or more. Prime and Subs					
SEAT BELT USE	All	All	All	All	All	All	All	All	All	All					
DISTRACTED DRIVING	All	All	All	All	All	All	All	All	All	All					
PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT	All	All	All	All	All	All	All	All	All	All					
VETERANS PREFERENCE				>150,000											
ADA ACCESS	A&E	All	All	All	All	A&E	All	All	All	All	A&E	All	All	All	All
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS	All	All	All	All	All	All	All	All	All	All					
SPECIAL NOTICE FOR STATES	All	All	All	All	All	All	All	All	All	All					

GUIDE FOR PROFESSIONAL SERVICES AND ARCHITECTURAL ENGINEERING SERVICES – CHECKLIST

Instructions: Determine the method of procurement (i.e., micro purchase, small purchase, RFP, Sealed Bid, etc.) and apply any applicable federal clauses based on method of procurement (cost of purchase). Indicate where the clause is located in the purchasing package and submit completed checklist along with purchasing package to FDOT.

Method of Procurement:	<input type="checkbox"/> Micro Purchase (\leq \$10,000)	<input type="checkbox"/> Small Purchase (\$10,001-\$34,999)
	<input type="checkbox"/> Competitive Proposals (\geq \$35,000)	
Requirements		Location of Requirement in Purchasing Package
General Procurement Questions		
Does procurement exhibit Geographic Preference? For reference purposes: 49 CFR 18.36(c)(1)(2) and FTA C 4220.1G, Ch. VI, Section 2.e(8)		
Has proposed contracted entity been verified that they are not excluded or disqualified through the Excluded Parties List System (EPLS)? For reference purposes: https://www.sam.gov/portal/public/SAM		
Has an adequate number of sources been solicited?		
Has applicable ADA language been included?		
Has an adequate cost analysis been performed? For reference purposes: 49 CFR 18.36(f)(1) and FTA C 4220.1G, Ch. VI, Section 5		
Applicable Federal Clauses (excluding micro-purchases, except Construction Contracts over \$2,000)		
NO GOVERNMENT OBLIGATION TO THIRD PARTIES		
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31		
ACCESS TO RECORDS AND AUDITS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; MA 33 §9		
FEDERAL CHANGES		
CIVIL RIGHTS REQUIREMENTS		
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26; 49 C.F.R. § 26.13(b)		
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1G		
ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C		
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216		
SEAT BELT USE Master Agreement 34(a); 23 U.S.C. part 402; EO 13043		
DISTRACTED DRIVING Master Agreement 34(a); 23 U.S.C. part 402; EO 13513		
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DOT Order 4200.6; MA 33 § 4(g)		
SPECIAL NOTIFICATION REQUIREMENTS FOR STATES MA 33 §37		

PROMPT PAYMENT 49 C.F.R. Part 26 (2016)	
Additional Federal Clauses when procurement exceeds \$10,000	
TERMINATION 2 C.F.R. § 200.339; 2 C.F.R. part 200	
Additional Federal Clauses when procurement exceeds \$25,000	
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180; 2 C.F.R. part 100; 2 C.F.R. § 200.213; 2 C.F.R. part 200; Executive Order 12549; Executive Order 12689	
NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 39(b); 2 CFR 180.220 and 1200.220	
Additional Federal Clauses when procurement exceeds \$100,000	
LOBBYING 31 U.S.C. 1352(b); 2 C.F.R. § 200.450; 49 CFR Part 20 Appendix A	
Additional Federal Clauses when procurement exceeds \$150,000	
CLEAN AIR 42 U.S.C. 7401-7671q	
CLEAN WATER REQUIREMENTS 33 U.S.C. 1251-1388; Federal Water Pollution Control Act 33 U.S.C. 1251-1387	
Additional Federal Clauses when procurement exceeds \$250,000	
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18.36	
Additional Federal Clauses when procurements involve foreign transport or travel by air	
FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10; 48 C.F.R. part 47.4	
Additional Federal Clauses when procurements involve A&E for new buildings and additions	
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq.; 49 CFR Part 41; Executive Order 12699	
Additional Federal Clauses when procurement involve Research & Development	
PATENT RIGHTS AND INVENTIONS UNDER FEDERALLY ASSISTED AGREEMENTS 2 C.F.R. part 200; 37 CFR Part 401; 49 CFR Parts 18 and 19	

Approval:

Subrecipient _____ Date: _____

Approval:

Florida Department of Transportation _____ Date: _____

GUIDE FOR OPERATIONS, MANAGEMENT, SUBRECIPIENTS – CHECKLIST

Instructions: Determine the method of procurement (i.e., micro purchase, small purchase, RFP, Sealed Bid, etc.) and apply any applicable federal clauses based on method of procurement (cost of purchase). Indicate where the clause is located in the purchasing package and submit completed checklist along with purchasing package to FDOT.

Method of Procurement: ___ Micro Purchase (\leq \$10,000) ___ Small Purchase (\$10,001-\$34,999) ___ Competitive Proposals (\geq \$35,000)	
Requirements	Location of Requirement in Purchasing Package
General Procurement Questions	
Has proposed contracted entity been verified that they are not excluded or disqualified through the Excluded Parties List System (EPLS)? For reference purposes: https://www.sam.gov/portal/public/SAM	
Has an adequate number of sources been solicited?	
Has applicable ADA language been included?	
Has an adequate cost analysis been performed? For reference purposes: 49 CFR 18.36(f)(1) and FTA C 4220.1G, Ch. VI, Section 5	
Applicable Federal Clauses (excluding micro-purchases, except Construction Contracts over \$2,000)	
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31	
ACCESS TO RECORDS AND AUDITS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; MA 33 §9	
FEDERAL CHANGES	
CIVIL RIGHTS REQUIREMENTS	
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26; 49 C.F.R. § 26.13(b)	
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1G	
ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C	
CHARTER BUS REQUIREMENTS 42 U.S.C. 5323(d); 49 C.F.R. part 604	
SCHOOL BUS REQUIREMENTS 42 U.S.C. 5323(f); 49 C.F.R. part 605	
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216	
SEAT BELT USE Master Agreement 34(a); 23 U.S.C. part 402; EO 13043	
DISTRACTED DRIVING Master Agreement 34(b); 23 U.S.C. part 402; EO 13513	
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DOT Order 4200.6; MA 33 § 4(g)	
SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	

MA 33 §37	
PROMPT PAYMENT 49 C.F.R. Part 26 (2016)	
Additional Federal Clauses when procurement exceeds \$10,000	
TERMINATION 2 C.F.R. § 200.339; 2 C.F.R. part 200	
Additional Federal Clauses when procurement exceeds \$25,000	
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180; 2 C.F.R. part 100; 2 C.F.R. § 200.213; 2 C.F.R. part 200; Executive Order 12549; Executive Order 12689	
NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 15; 2 CFR 180.220 and 1200.220	
Additional Federal Clauses when procurement exceeds \$100,000	
LOBBYING 31 U.S.C. 1352(b); 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (I); 49 CFR Part 20 Appendix A	
EMPLOYEE PROTECTIONS 49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926	
Additional Federal Clauses when procurement exceeds \$150,000	
CLEAN AIR 42 U.S.C. 7401-7671q	
CLEAN WATER REQUIREMENTS 33 U.S.C. 1251-1388; Federal Water Pollution Control Act 33 U.S.C. 1251-1387	
Additional Federal Clauses when procurement exceeds \$250,000	
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18.36	
Additional Federal Clauses when procurements involve foreign transport or travel by air	
FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10; 48 C.F.R. part 47.4	
Additional Federal Clauses Transit Operations funded with Section 5307, 5339, 5311, or 5316 funds	
TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 49 U.S.C. § 5333; 29 CFR Part 215	
DRUG AND ALCOHOL TESTING 49 U.S.C. § 5331; 49 CFR Part 655; 49 CFR Part 40	
Additional Federal Clauses Contracts for items designed by EPA, when procuring \$10,000 or more per year	
RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR Part 247; 2 C.F.R. § 200.323	

Approval:

Subrecipient _____ Date: _____

Approval:

Florida Department of Transportation _____ Date: _____

GUIDE FOR ROLLING STOCK – CHECKLIST

Instructions: Determine the method of procurement (i.e., micro purchase, small purchase, RFP, Sealed Bid, etc.) and apply any applicable federal clauses based on method of procurement (cost of purchase). Indicate where the clause is located in the purchasing package and submit completed checklist along with purchasing package to FDOT.

Method of Procurement: ___ Micro Purchase (<\$10,000) ___ Small Purchase (\$10,001-\$34,999) ___ Competitive Proposals (≥\$35,000)	
Requirements	Location of Requirement in Purchasing Package
General Procurement Questions	
Does procurement exhibit Geographic Preference? For reference purposes: 49 CFR 18.36(c)(1)(2) and FTA C 4220.1G, Ch. VI, Section 2.e(8)	
Has proposed contracted entity been verified that they are not excluded or disqualified through the Excluded Parties List System (EPLS)? For reference purposes: https://www.sam.gov/portal/public/SAM	
Has an adequate number of sources been solicited?	
Has applicable ADA language been included?	
Has an adequate cost analysis been performed? For reference purposes: 49 CFR 18.36(f)(1) and FTA C 4220.1G, Ch. VI, Section 5	
Applicable Federal Clauses (excluding micro-purchases, except Construction Contracts over \$2,000)	
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31	
ACCESS TO RECORDS AND AUDITS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; MA 33 §9	
FEDERAL CHANGES	
CIVIL RIGHTS REQUIREMENTS	
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26; 49 C.F.R. § 26.13(b)	
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1G	
ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C	
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216	
SEAT BELT USE Master Agreement 34(a); EO 13043; 23 U.S.C. part 402	
DISTRACTED DRIVING Master Agreement 34(b); EO 13513; 23 U.S.C. part 402	
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DOT Order 4200.6; MA 33 § 4(g)	
SPECIAL NOTIFICATION REQUIREMENTS FOR STATES MA 33 §37	

PROMPT PAYMENT 49 C.F.R. Part 26 (2016)	
DOMESTIC PREFERENCES FOR PROCUREMENTS 2 C.F.R. 184; 2 C.F.R. 200.322; 2 C.F.R. Appendix II (L)	
Additional Federal Clauses when procurement exceeds \$10,000	
TERMINATION 2 C.F.R. § 200.339; 2 C.F.R. part 200	
Additional Federal Clauses when procurement exceeds \$25,000	
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180; 2 C.F.R. part 100; 2 C.F.R. § 200.213; 2 C.F.R. part 200; Appendix II (I); Executive Order 12549; Executive Order 12689	
NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 39(b); 2 CFR 180.220 and 1200.220	
Additional Federal Clauses when procurement exceeds \$100,000	
PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS 49 U.S.C. 5323(m); 49 CFR Part 663	
LOBBYING 31 U.S.C. 1352(b); 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (I); 49 CFR Part 20 Appendix A	
EMPLOYEE PROTECTIONS 49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926	
Additional Federal Clauses when procurement exceeds \$150,000	
BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j); 49 CFR Part 661	
CLEAN AIR 42 U.S.C. 7401-7671q	
CLEAN WATER REQUIREMENTS 33 U.S.C. 1251-1388; Federal Water Pollution Control Act 33 U.S.C. 1251-1387	
Additional Federal Clauses when procurement exceeds \$250,000	
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18.36	
Additional Federal Clauses when procurements involve foreign transport or travel by air	
FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10; 48 C.F.R. part 47.4	
Additional Federal Clauses when procurements involve property that may be transported by ocean vessel	
CARGO PREFERENCE REQUIREMENTS 46 U.S.C. §55305; 46 CFR Part 381	

Approval:

Subrecipient _____ Date: _____

Approval:

Florida Department of Transportation _____ Date: _____

GUIDE FOR CONSTRUCTION – CHECKLIST

Instructions: Determine the method of procurement (i.e., micro purchase, small purchase, RFP, Sealed Bid, etc.) and apply any applicable federal clauses based on method of procurement (cost of purchase). Indicate where the clause is located in the purchasing package and submit completed checklist along with purchasing package to FDOT.

Method of Procurement:	<input type="checkbox"/> Micro Purchase (\leq \$10,000)	<input type="checkbox"/> Small Purchase (\$10,001-\$34,999)
	<input type="checkbox"/> Competitive Proposals (\geq \$35,000)	
Requirements	Location of Requirement in Purchasing Package	
General Procurement Questions		
Does procurement exhibit Geographic Preference? For reference purposes: 49 CFR 18.36(c)(1)(2) and FTA C 4220.1G, Ch. VI, Section 2.e(8)		
Has proposed contracted entity been verified that they are not excluded or disqualified through the Excluded Parties List System (EPLS)? For reference purposes: https://www.sam.gov/portal/public/SAM		
Has an adequate number of sources been solicited?		
Has applicable ADA language been included?		
Has an adequate cost analysis been performed? For reference purposes: 49 CFR 18.36(f)(1) and FTA C 4220.1G, Ch. VI, Section 5		
Applicable Federal Clauses (excluding micro-purchases, except Construction Contracts over \$2,000)		
NO GOVERNMENT OBLIGATION TO THIRD PARTIES		
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31		
ACCESS TO RECORDS AND AUDITS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; MA 33 §9		
FEDERAL CHANGES		
CIVIL RIGHTS REQUIREMENTS <i>Note: Special DOL EEO clause for construction projects should be included.</i> <i>Reference material: Master Agreement (21), Section 13.c(3)</i>		
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26; 49 C.F.R. § 26.13(b)		
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1G		
ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C		
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216		
SEAT BELT USE Master Agreement 34(a); EO 13043; 23 U.S.C. part 402		
DISTRACTED DRIVING Master Agreement 34(b); EO 13513; 23 U.S.C. part 402		
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DOT Order 4200.6; MA 33 § 4(g)		
SPECIAL NOTIFICATION REQUIREMENTS FOR STATES MA 33 §37		
PROMPT PAYMENT 49 C.F.R. Part 26 (2016)		
DOMESTIC PREFERENCES FOR PROCUREMENTS 2 C.F.R. 184; 2 C.F.R. 200.322; 2 C.F.R. Appendix II (L)		

Additional Federal Clauses when procurement exceeds \$10,000	
TERMINATION 2 C.F.R. § 200.339; 2 C.F.R. part 200	
Additional Federal Clauses when procurement exceeds \$25,000	
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180; 2 C.F.R. part 100; 2 C.F.R. § 200.213; 2 C.F.R. part 200; Executive Order 12549; Executive Order 12689	
NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 39(b); 2 CFR 180.220 and 1200.220	
Additional Federal Clauses when procurement exceeds \$100,000	
LOBBYING 31 U.S.C. 1352(b); 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (I); 49 CFR Part 20 Appendix A	
BONDING REQUIREMENTS 2 C.F.R. § 200.325	
EMPLOYEE PROTECTIONS 49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926	
Additional Federal Clauses when procurement exceeds \$150,000	
BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j); 49 CFR Part 661	
VETERANS PREFERENCE 49 USC § 5325(k)	
CLEAN AIR 42 U.S.C. 7401-7671q	
CLEAN WATER REQUIREMENTS 33 U.S.C. 1251-1388; Federal Water Pollution Control Act 33 U.S.C. 1251-1387	
Additional Federal Clauses when procurement exceeds \$150,000	
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18.36	
Additional Federal Clauses when procurements involve foreign transport or travel by air	
FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10; 48 C.F.R. part 47.4	
Additional Federal Clauses when procurements involve property that may be transported by ocean vessel	
CARGO PREFERENCE REQUIREMENTS 46 U.S.C. § 55305; 46 CFR Part 381	
Additional Federal Clauses – New Buildings and Additions	
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq.; 49 CFR Part 41; Executive Order 12699	
Additional Federal Clauses Contracts for items designated by EPA, when procuring \$10,000 or more per year	
RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR Part 247; 2 C.F.R. § 200.323	

Approval:

Subrecipient _____ Date: _____

Approval:

Florida Department of Transportation _____ Date: _____

GUIDE FOR MATERIALS AND SUPPLIES – CHECKLIST

Instructions: Determine the method of procurement (i.e., micro purchase, small purchase, RFP, Sealed Bid, etc.) and apply any applicable federal clauses based on method of procurement (cost of purchase). Indicate where the clause is located in the purchasing package and submit completed checklist along with purchasing package to FDOT.

Method of Procurement: ___ Micro Purchase (\leq \$10,000) ___ Small Purchase (\$10,001-\$34,999) ___ Competitive Proposals (\geq \$35,000)	
Requirements	Location of Requirement in Purchasing Package
General Procurement Questions	
Does procurement exhibit Geographic Preference? For reference purposes: 49 CFR 18.36(c)(1)(2) and FTA C 4220.1G, Ch. VI, Section 2.e(8)	
Has proposed contracted entity been verified that they are not excluded or disqualified through the Excluded Parties List System (EPLS)? For reference purposes: https://www.sam.gov/portal/public/SAM	
Has an adequate number of sources been solicited?	
Has applicable ADA language been included?	
Has an adequate cost analysis been performed? For reference purposes: 49 CFR 18.36(f)(1) and FTA C 4220.1G, Ch. VI, Section 5	
Applicable Federal Clauses (excluding micro-purchases, except Construction Contracts over \$2,000)	
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31	
ACCESS TO RECORDS AND AUDITS 49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; MA 33 §9	
FEDERAL CHANGES	
CIVIL RIGHTS REQUIREMENTS	
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26; 49 C.F.R. § 26.13(b)	
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1G	
ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C	
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216	
SEAT BELT USE Master Agreement 34(a); EO 13043; 23 U.S.C. part 402	
DISTRACTED DRIVING Master Agreement 34(b); EO 13513; 23 U.S.C. part 402	
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DOT Order 4200.6; MA 33 § 4(g)	
SPECIAL NOTIFICATION REQUIREMENTS FOR STATES MA 33 §37	

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NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 39(b); 2 CFR 180.220 and 1200.220	
Additional Federal Clauses when procurement exceeds \$100,000	
LOBBYING 31 U.S.C. §1352; 2 C.F.R. §200.450; 2 C.F.R. part 200 appendix II (I); 49 CFR Part 20 Appendix A	
Additional Federal Clauses when procurement exceeds \$150,000	
BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j); 49 CFR Part 661	
CLEAN AIR 42 U.S.C. 7401-7671q	
CLEAN WATER REQUIREMENTS 33 U.S.C. 1251-1388; Federal Water Pollution Control Act 33 U.S.C. 1251-1387	
Additional Federal Clauses when procurement exceeds \$250,000	
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18.36	
Additional Federal Clauses when procurements involve foreign transport or travel by air	
FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10; 48 C.F.R. part 47.4	
Additional Federal Clauses when procurements involve property that may be transported by ocean vessel	
CARGO PREFERENCE REQUIREMENTS 46 U.S.C. § 55305; 46 CFR Part 381	
Additional Federal Clauses Contracts for items designated by EPA, when procuring \$10,000 or more per year	
RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR Part 247; 2 C.F.R. § 200.323	

Approval:

Subrecipient _____ Date: _____

Approval:

Florida Department of Transportation _____ Date: _____

ACCESS TO RECORDS AND AUDITS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.337

MA 33 § 9

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Audits

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.
- e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

BONDING REQUIREMENTS

2 C.F.R. § 200.325

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

Model Clauses/Language

There is no required language for bonding requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Bond Requirements

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer’s or cashier’s check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such a guarantee shall be equal to \$\$\$\$ or X% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT’S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder’s bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT’S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized

under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Sample Bond Certifications

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided: Performance Bond
Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and (Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Obligee, hereinafter called Authority, in the amount of Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, 20____, entered into a contract with the RECIPIENT for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this day of 20 . WITNESS PRINCIPAL

(SEAL)

(Title) WITNESS SURETY

(SEAL)

(Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is of the (Title)

(The "Beneficiary") and hereby (Name of Beneficiary)

Certifies on behalf of the Beneficiary to (the "Bank"), with (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. Issued by the Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. .
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this day of , 20____. (NAME OF BENEFICIARY)

By:

Its:

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to the sum of (Name of Beneficiary) Dollars (\$)

Charge the Account of Irrevocably Standby Letter of (Name of Issuing Bank)

Credit No. Dated: 20_____.

To

(Name of Issuing Bank)

NAME OF BENEFICIARY

By:

Its:

BUS TESTING

49 U.S.C. § 5318(c)

49 C.F.R. part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Model Clause/Language

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

Contractor shall comply with 49 U.S.C. 5323(c) and FTA's implementing regulation 49 CFR part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

WAIVERS IN EFFECT

A temporary waiver is currently in effect for construction materials procured through certain contracts. The waiver is applicable to awards that are obligated on or after **May 14, 2022**, and before **November 10, 2022**.

Unless extended, the waiver expires on **November 10, 2022**.

A temporary waiver is currently in effect for the domestic content requirement of certain commercially produced vans and minivans used in the provision of public transportation due to the unavailability of compliant vehicles. The waiver is in effect as of **October 25, 2022**, and unless extended, expires on **October 25, 2024**.

A waiver is in effect to ensure DOT and its grant recipients make efficient use of resources by focusing domestic sourcing efforts on products that provide the greatest manufacturing opportunities for American workers and firms. It is also intended to reduce delays in the delivery of important transportation infrastructure projects that provide jobs and promote economic growth. The waiver applies to a single financial assistance award obligated on or after **August 16, 2023**, for which 1) The total value of the non-compliant products is no more than the lesser of \$1 million or 5% of total applicable costs for the project; or 2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer].

Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The [Recipient] presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The [Recipient] reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____
 Signature: _____
 Company: _____
 Name: _____
 Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
 Signature: _____
 Company: _____
 Name: _____
 Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____
 Signature: _____
 Company: _____
 Name: _____
 Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(c), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
 Signature: _____
 Company: _____
 Name: _____
 Title: _____

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 1241

46 C.F.R. part 381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference — Use of United States-Flag Vessels

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHARTER SERVICE

42 U.S.C 5323(f)

49 C.F.R. part 604

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(c), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CLEAN AIR ACT
42 U.S.C. 7401-7671q

Applicability to Contracts

The Clean Air Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all subcontracts and their over \$150,000 at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Clean Air

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CLEAN WATER ACT (Federal Water Pollution Control Act)

33 U.S.C. 1251-1388

Federal Water Pollution Control Act 33 U.S.C. 1251-1387

Applicability to Contracts

The Federal Water Pollution Control Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Federal Water Pollution Control Act requirements extend to all subcontracts over \$150,000 at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
2. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
3. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
5. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R.

chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26
49 C.F.R. § 26.13(b)

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(c). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith. FTA recipients and third-party contractors can obtain information about the DBE program at the following website locations: Federal Transit Administration's Disadvantaged Business Enterprise page [click here](#) Department of Transportation's Disadvantaged Business Enterprise Program [click here](#)

Flow Down

The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. §101.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at _%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than _% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE’s with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the **DBE Participation Schedule** submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor’s DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

- The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.
- The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

- Name and Address
- Contact Name and Telephone Number
- Participation Percent (Of Total Contract Value)
- Description Of Work To Be Performed
- Race and Gender of Firm

EMPLOYEE PROTECTIONS

- 49 U.S.C. § 5333(a)
- 40 U.S.C. §§ 3141 – 3148
- 29 C.F.R. part 5
- 18 U.S.C. § 874
- 29 C.F.R. part 3
- 40 U.S.C. §§3701-3708
- 29 C.F.R. part 1926

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements: a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”); b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
2. U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
3. “Anti-Kickback” Prohibitions a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
4. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
5. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.
6. Contract Work Hours and Safety Standards a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
7. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Model Clause/Language

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations

at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

FEDERAL CHANGES

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed federal requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1G, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FEDERAL TAX LIABILITY AND RECENT CONVICTIONS

Master Agreement 33 § 4(g)

Applicability to Contracts

The Federal Tax Liability and Recent Convictions requirement applies to all contracts.

Flow Down

The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

Federal Tax Liability and Recent Convictions

The Contractor certifies that:

- a) The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the Recipient may refer the matter to FTA and not to enter into any Third Party Agreement with the Contractor without FTA's written approval.

FLY AMERICA
 49 U.S.C. § 40118
 41 C.F.R. part 301-10
 48 C.F.R. part 47.4

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier’s designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

- a) Definitions. As used in this clause—“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign- flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S.-Flag Air Carriers
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
 [State reasons]: _____ (End of Statement)
- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
 2 C.F.R. part 100
 2 C.F.R. § 200.213
 Executive Order 12549
 Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1G

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

This requirement flows down to all subcontracts at every tier.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1G and the Super Circular 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352(b)

2 C.F.R. § 200.450

49 C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendix A provides specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official
 _____ Name and Title of Contractor's Authorized Official
 _____ Date

(End of statement)

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third-party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS

2 C.F.R. part 200

37 C.F.R. part 401

49 C.F.R. Parts 18 and 19

Applicability to Contracts

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$10,000). If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Additionally, the requirements under 2 C.F.R. Part 200 regarding Intangible and Intellectual Properties developed under federally assisted agreements must be included in appropriate contracts and agreements. Specific conditions and activities identified in 2 C.F.R. Part 200 outline various agency types and work products that are applicable and are to be protected by these clauses.

Flow Down

The Patent Rights and Rights in Data requirements flow down to all third-party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2 and include Intangible and Intellectual Properties under 2 C.F.R. Part 200 of agencies on federal agreements and contracts.

Model Clause/Language

Recipients can draw on language provided in 37 C.F.R. § 401.3 and 401.14 (Standard Patent Rights Clauses) for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Additionally, standard contractual language can be drawn from 2 CFR 200.315, 435, 448, and 449 regarding the rights for all intangible and intellectual properties. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates. At a minimum, recipients can include the following language in their standard boilerplates.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal

Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)

49 C.F.R. part 663

2 CFR part 200 subpart F

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Model Clause/Language

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors. Recipients are advised to use the model certificates and language contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 2 CFR part 200 subpart F. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 2 CFR part 200 subpart F and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
 31 U.S.C. §§ 3801-3812
 18 U.S.C. § 1001
 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third-party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. “Knowledge,” as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change.

The Contractor agrees to include the above two clauses on each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333

29 C.F.R. part 215

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third-party contractors and their contracts at every tier.

Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Transit Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RECYCLED PRODUCTS

42 U.S.C. § 6962
 40 C.F.R. part 247
 2 C.F.R. § 200.323

Applicability to Contracts

All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA- designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or [Recipient]. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)

49 C.F.R. part 605

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY
42 U.S.C. 7701 et seq.
49 C.F.R. part 41
Executive Order 12699

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331
49 C.F.R. part 655
49 C.F.R. part 40

Applicability to Contracts

Third party contractors who perform safety-sensitive functions must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C.
5. § 5311 and contracts out such services;
6. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs.”

Flow Down Requirements

The Substance Abuse requirements flow down to all third-party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA’s drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient’s behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient’s compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient’s behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor’s drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use “as is” or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 1

The recipient ensures the contractor’s compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor’s safety-sensitive employees to that program.

Option 2

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655 but retains the ability to monitor the contractor’s testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the

responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor’s program, the recipient may find itself out of compliance with the rules.

Option 3

The recipient specifies some or all of the specific features of a contractor’s drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor’s drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

SUBSTANCE ABUSE TESTING

Option 1

The Contractor agrees to participate in AGENCY’s drug and alcohol program established in compliance with 49 C.F.R. part 655.

SUBSTANCE ABUSE TESTING Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

SUBSTANCE ABUSE TESTING Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

TERMINATION
2 C.F.R. § 200.339
2 C.F.R. part 200

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the

nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor’s refusal or failure to complete the work within specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor’s right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY’s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY’s Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT
49 C.F.R. part 18.36

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

- **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR 200.216

Applicability to Contracts

The Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment requirements applies to all contracts.

Flow Down

This requirement flows down to all subcontracts at every tier.

Model Clauses/Language

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of

Federal Regulations (relating to export and import of nuclear equipment and material);

- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Department from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Department any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Department on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Department immediately.

ADA ACCESS

49 U.S.C. § 5301

29 U.S.C. § 794

42 U.S.C. § 12101

Applicability to Contracts

The ADA Access requirements apply to all contracts.

Flow Down

This section applies to subcontractors at all tiers.

Model Clauses/Language

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

VETERANS PREFERENCE

49 U.S.C. § 5325(k)

Applicability to Contracts

The Veterans Preference requirements apply to construction contracts totaling \$150,000 or more.

Flow Down

None.

Model Clauses/Language

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 U.S.C. § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

PROMPT PAYMENT

49 C.F.R. Part 26 (2016)

Applicability to Contracts

Specific requirements for ensuring prompt payment or release of retainage to subcontractors, subconsultants, third party contractors, and vendors, are promulgated in 49 C.F.R. Part 26.13, 26.29, 26.37, and 26.109. The regulations outline what recipients must do to ensure compliance with the requirement that subcontractors (which includes subconsultants) must be promptly paid for work performed on a U.S. Department of Transportation funded (DOT-assisted) contract. The applicability is extended to DBE subcontractors specifically and must be outlined in the recipients DBE program. Recipients must use legal and contract remedies available under Federal, state, and local law, to include available penalties or sanctions that may be imposed, if they should breach the prompt payment or release of retainage clause. The recipient's DBE program must specify the requirements, remedies, and penalties or sanctions that may be imposed specifically. Recipients are expected to enforce the terms of the contract that specifies what happens if this provision of the contract is breached. The recipient's DBE program plan also must describe the process used by the recipient, if any, to resolve disputes concerning the subcontractor's performance or indicate what happens in the event of a dispute.

Recipients that hold retainage must make incremental acceptances of portions of the prime contract as the work is completed so that retainage that covers that work is released before final payment for completion of the entire contract. If retainage is held by the recipient against the prime contractor or held by the prime contractor against the subcontractor, there must be a contract clause obligating the payment of retainage within 30 days of the recipient's incremental acceptance of the work performed by the subcontractor. Contractors must submit the required documentation to recipients to begin the payment process. Similarly, subcontractors may be required to submit documentation to the prime contractor. The contractual commitment is a material term of the contract between the recipient and the prime contractor, and it is a material term of the contract between the prime contractor and the subcontractor.

Flow Down

This section applies to subcontractors at all tiers.

Model Clauses/Language

Recipients are required to pay promptly to contractors, subcontractors, subconsultants, and third-party vendors, and must ensure that contractors and subcontractors pay promptly and includes such language in applicable contracts and agreements. Recipients can draw on language provided in 49 C.F.R. Part 26 for appropriate Prompt Payment Clauses for use in their federally funded projects and programs.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Master Agreement 33 §37

Applicability to Contracts

Statutory Authorities

- (a) Federal transit laws, 49 U.S.C. chapter 53,
- (b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2025.
- (c) Title 23, United States Code (Highways).
- (d) Other federal legislation that FTA administers, as FTA so determines

Section 37. Special Notification Requirements for States.

(a) Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number (CFDA#) of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) Documents. The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases, and
- (6) other publications

Flow Down

This section applies to subcontractors at all tiers.

Model Clauses/Language

Recipients are required to acknowledge and provide notification of the FTA assistance and can draw on language provided in their FTA Master Agreement.

DOMESTIC PREFERENCES FOR PROCUREMENTS

2 C.F.R. 184

2 C.F.R. 200.322

2 C.F.R. Appendix II (L)

Applicability to Contracts

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Flow Down

This section applies to subcontractors at all tiers.

Model Clauses/Language

Recipients are required to include the preference to purchase domestic, to the extent practicable, and must include this requirement in all subawards and applicable contracts and agreements. Recipients can draw on language provided in 2 C.F.R. Part 200.322 for appropriate Clauses for use in their federally funded projects, contracts, and agreements.

APPENDIX B: PROCUREMENT POLICY GUIDE AND CHECKLIST

This appendix includes the following to assist agencies in creating a procurement policy:

Materials	Description	Page
Procurement Policy Guide		B-2
Procurement Policy Checklist		B-4

[Agency Name]

Procurement and Purchasing Policy

This guide is intended to assist subrecipients in developing policies and procedures for procurements and purchases using Federal Section 5310, 5311 and 5339 and State funds. The procurement and purchasing policy submitted to the FDOT District Grant Manager should reflect the subrecipient’s specific internal policies and procedures.

GRADUATED PURCHASING AUTHORITY

<<Authorization thresholds are at the discretion of the agency>>

Staff shall acquire authorization for purchases in accordance with the following:

- Petty cash (under \$100): General Manager/Director or a GM/Director-authorized staff member or senior secretary
- Products and services with a cost less than \$2,500: General Manager/Director or GM/Director-authorized staff member
- Products and services with cost between \$2,500 and \$35,000: General Manager/Director
- Products and services costing more than \$50,000: The Board of Trustees

PURCHASE PROCEDURES FOR FEDERAL (SECTION 5310, 5311, and 5339) AND STATE FUNDS BY THRESHOLD

<<Listed according to FDOT thresholds and FTA regulations; agency may select lower price thresholds. Agency is encouraged to elaborate on the procedures used by threshold>>

[Agency] shall purchase products and services in accordance with the following:

- Micro Purchases – Procurements less than or equal to \$10,000:
 - Equitably distribute among qualified suppliers.
 - Document that the purchase was “fair and reasonable” with a description of how this determination was made
 - Follow agency’s written micro purchase procedures (which should align with CFR 200.320 and FTA guidance).
- Small Purchases – Procurements greater than \$10,000 but less than \$35,000:
 - Perform a price or cost analysis.
 - Avoid unreasonable qualifications, specifying brand, and geographic preference.
 - Obtain documented price or rate quotations from an adequate number of qualified sources.
- Large Procurements –Procurements \$35,000 or more:
 - Formal bid process adhering to all FTA procurement requirements.

APPEAL AND PROTEST PROCEDURES

Any bidder, vendor, or contractor who is aggrieved in connection with the solicitation or award of a bid or contracted products and services may file an appeal with [Agency]. Bidders or contractors may submit an appeal of an award to the General Manager/Director in accordance with the following procedure:

1. Bidder or contractor shall submit an appeal no later than five (5) business days after notification of the bid award. Such appeals must be received by the Director no later than 5:00 p.m. within five (5) days of notice of award postmark date.
2. All appeals must be in writing and signed by the bidder or an authorized agent of the bidder.
3. The appeal shall include the name and address of the bidder or contractor.
4. The appeal shall include a detailed description of the facts and disagreement that form the basis of the bidder/vendor/contractor's appeal and supporting documentation and the specific decision requested. The bidder or contractor shall also promptly provide any additional documentation related to the appeal upon request from the General Manager/Director.
5. The General Manager/Director (or authorized representative of [Agency]) will provide the allegedly aggrieved bidder or contractor with a written decision within five (5) business days after receipt of the appeal. Decision by the General Manager/Director of [Agency] is final. If additional time is mutually agreed on, the General Manager/Director shall notify the bidder or contractor of any delay.
6. Failure to comply with the appeal procedure shall render an appeal untimely or inadequate and result in rejection by [Agency].

In the case of FDOT-grant funded operation, the vendor may further file a protest of the decision that resulted in the appeal process to FDOT. The protest to FDOT shall include a detailed description of the facts and disagreement that form the basis of the bidder's or contractor's protest and supporting documentation and the specific decision requested.

<<Some agencies choose to incorporate their required ethics policy here. Many keep their ethics policy as a separate, stand-alone document, which complements the procurement policy.>>

***FTA has developed a "[Procurement System Self-Assessment Guide](#)". The guide will assist grantees in identifying the specific procurement policy requirements in [FTA Circular 4220.1G](#) that grantees must address in their procurement policies and procedures. Please note: the Procurement System Self-Assessment Guide includes thresholds established by the FTA. The Department's thresholds are more stringent and therefore should be adhered to*

Procurement Policy Review Checklist

The following checklist is provided as a resource for District staff in reviewing procurement policies. It can also be used by grantees to develop their procurement policy. It is not mandatory for a District to use this checklist during the review and approval of the sub-recipient plan.

1. Does the agency's procurement policy include the procurement process for using local funds? Does it reference local purchasing procedures/policies?
2. Does the agency's procurement policy include the procurement process for using state funds? Does it reference state purchasing procedures/policies?
3. Does the agency's procurement policy include the procurement process for using federal funds?
 - Does it reference the Procurement Guidance for Transit Agencies for Third Party contracts?
 - Does it reference FTA Circular 4220.1G, Third Party Contracting Guidance?
 - Does it address Personal Conflicts of Interest [FTA C 4220.1G Ch. 3 (1)(a)]?
 - Does it address Third Party Contracting Capacity [FTA C 4220.1G Ch. 3 (3)] to include Written Procurement Procedures [FTA C 4220.1G Ch. 3 (3)(a)]?
 - Solicitations [FTA C 4220.1G Ch. 3 (3)(a)(1)(a-e)]
 - Clear Descriptions
 - Nonrestrictive Specifications
 - Quality Requirements
 - Preference for Performance Specifications
 - Brand Name or Equal
4. Does it address [FTA C 4220.1G Ch. 3 (3)(a)(2-5)], requiring recipients to have written procurement procedures that identify:
 - Necessity
 - Lease versus Purchase
 - Metric Usage
 - Environmental and Energy Efficiency Preferences
5. Does it address [FTA C 4220.1G Ch. 3 (3)(a)(6-10)]:
 - Procurement Methods
 - Legal Restrictions
 - Third Party Contract Provisions
 - Sources
 - Resolution of Third Party Contracting Issues
6. Does it address Record Keeping [FTA C 4220.1G Ch. 3 (3)(d)]:
 - Procurement History [FTA C 4220.1G Ch. 3 (3)(d)(1)(a-d)]
 - Procurement Method
 - Contract Type
 - Contractor Selection
 - Cost or Price
 - Reasonable Documentation [FTA C 4220.1G Ch. 3 (3)(d)(2)]
 - Constructive Changes [FTA C 4220.1G Ch. 3 (3)(d)(3)]

***FTA has developed a "[Procurement System Self-Assessment Guide](#)". The guide will assist grantees in identifying the specific procurement policy requirements in [FTA Circular 4220.1G](#) that grantees must address in their procurement policies and procedures. Please note: the Procurement System Self-Assessment Guide includes thresholds established by the FTA. The Department's thresholds are more stringent and therefore should be adhered to*

APPENDIX C: MICRO/DISCRETIONARY PURCHASE FORMS

Appendix C compiles all of the resources needed to assist in the micro purchase process and includes the following:

Materials	Description	Page
Micro/Discretionary Purchase Documentation Form	A form to help document the micro purchase process.	C-2
Request for Quotation Form	A form for agencies to send to vendors to request quotes for goods and services.	C-4
Price Analysis Form	A form to help document the price analysis process.	C-5
Sole Source Justification Form	A form to document the justification for non-competitive proposals, if applicable.	C-6

MICRO PURCHASE DOCUMENTATION FORM

SECTION 1: SUB-RECIPIENT INFORMATION

Agency: _____ Contact: _____
 Phone: _____ Email: _____
 Address: _____ City: _____
 ZIP Code: _____ County: _____

SECTION 2: MICRO PURCHASE PROCUREMENT DOCUMENTATION

I hereby determine the price quoted by _____ (supplier name) for the purchase of this item to be fair and reasonable based on the following:

Check all that apply:

- _____ Comparison of and based on current quotes received for the same or similar item (complete the matrix below).
- _____ Comparison of proposed pricing with pricing from recent purchases of the same or similar item, adjusted by the pertinent Consumer or Producer Price Index or Inflation Rate over the corresponding time period, if appropriate. This includes the same or similar items found on existing state or municipal contracts (identify contract pricing sources and attach supporting documentation).
- _____ Comparison of price components against current industry standards, such as labor rates, dollars per pound, dollars per square foot, etc., to justify the price reasonableness of the whole (attach the analysis which supports the conclusions drawn).
- _____ Comparison with published catalog prices or price lists, commercially-advertised sales prices, or prices obtained through other market research (e.g., internet-based, trade journals, etc.) for the same or similar item commercially available from competing suppliers (complete the matrix below and attach supporting quotes, catalog pages, price lists, advertisements, etc.).
- _____ Comparison of proposed pricing with an in-house price analysis for the same or similar item (complete the matrix below, attach the signed in-house estimate, and explain factors influencing any differences found).
- _____ The quoted price is from a regulated utility (identify the utility in the “Comments” section below).
- _____ Other (e.g., verifiable sales information for the same or similar items sold to the supplier’s other customers (discuss in the “Comments” section below and attach supplier’s sales information).

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

Reason for Selection:

The price is fair and reasonable because:

Equitable Distribution & Fair and Reasonable Price Determination:

I, _____, certify that _____ (agency name) distributed this micro purchase equitably among qualified suppliers where geographically reasonable as required by FTA Circular 4220.1G Chapter VI, 3.a(3)(a).

Not Applicable (No Federal Funding)

No Cost/Bid Splitting:

I, _____, certify that _____ (agency name) did not reduce the size of this procurement merely to come within the micro purchase limit as required by FTA Circular 4220.1G Chapter VI, 3.a(3)(b) and Rule60A- 1.002(5), F.A.C.

Not Applicable

Federal Clauses:

This procurement is a construction contract? Yes No Not Applicable

If yes, has documentation been provided that the purchase order or contract references the appropriate Federal clauses? Yes No Not Applicable

SECTION 3: FDOT INTERNAL USE ONLY

Form completed and signed? Yes No

Price within micro purchase limits? Yes No

Independent cost analysis attached? Yes No Not Applicable

Additional information needed for micro purchase approval? Yes No

If yes, describe:

Approved by: _____ Date: _____

**Micro/Discretionary Purchase (≤\$10,000)
Price Analysis**

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Price Analysis Details

Method. The above estimate has been developed as follows (check all that apply):

___ Published catalog or Internet price list (attach pertinent catalog or price list pages).

___ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):

___ In-house engineering or technical estimate (provide as cost analysis below).

___ Independent Third-Party estimate developed by _____ (attach estimate).

___ Other _____

If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Request for Quotation

Date: _____ All prices to be F.O.B Department of Transportation (DOT) at _____
City

Requisition #: _____ Reply Requested by Date: _____ Reply by Time: _____

Quote on All or None

Item Description	Recycled Y-N-A*	Quantity – Unit	Unit Price	Total Price
Delivery will be made within _____ days after receipt of order.				

*Y = Recycled Content N = Non-Recycled A = Recycled but not quoted

If recycled content is available, please send information separate from this quote.

Accepts VISA? ___ Yes ___ No
 Minority Business Enterprise (MBE)? ___ Yes ___ No

RETURN COMPLETED FORM TO:
 Florida Department of Transportation

COMPANY NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

FEID NO.: _____

QUOTED BY: _____

Name

THIS IS A REQUEST FOR QUOTES, NOT A PURCHASE ORDER
 VENDORS MUST SHOW UNIT PRICES AS SPECIFIED

IMPORTANT INFORMATION: *FOR QUOTE TO BE ACCEPTED VENDOR MUST BE REGISTERED IN THE STATE'S E-PROCUREMENT SYSTEM, MyFloridaMarketPlace (MFMP) at <https://vendor.myfloridamarketplace.com>

**Micro/Discretionary Purchase (≤\$10,000)
Sole Source Justification Form**

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Sole Source Justification

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures and at least one of the following circumstances applies:

Item Description:	
--------------------------	--

I, _____, certify that the reason, as noted below, for seeking a sole source justification for this procurement is accurate.

Check One:

- The item is available only from a single source (sole source justification is attached or described below in the “Comments” section).
- The public urgent need or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- After soliciting a number of sources, competition is determined inadequate (record of the sources solicited is attached).

Recommend Source:	
Price or Cost Analysis attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	

FDOT Internal Use Only

Approved by: _____ Date: _____

APPENDIX D: SMALL/DISCRETIONARY PURCHASE FORMS

Appendix D compiles all of the documentation needed to assist in the small purchase process and includes the following:

Materials	Description	Page
Sample Paragraph for Small Purchases	A sample letter for confirming that the contractor or supplier agrees to the applicable federal clause(s).	D-2
Small Purchases Paragraph Template	A letter template for confirming that the contractor or supplier agrees to the applicable federal clause(s).	D-3
Small/Discretionary Purchase Documentation Form	A form to help document the small purchase process.	D-4
Request for Quotation Form	A form for agencies to send to vendors to request quotes for goods and services.	D-6
Price Analysis Form	A form to help document the price analysis process.	D-7
Sole Source Justification Form	A form to document the justification for non-competitive proposals, if applicable.	D-8

Sample Paragraph for Small Purchases

(Sample Only. Please see the next page for a letter template.)

(DATE)

To: Joe's Auto Shop

From: BBB Transit Agency

Subject: Acceptance of Federal Clauses

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to: No government obligation to third parties; Program fraud and false or fraudulent statements and related acts, 31 U.S.C. 3801 et seq., 49 CFR part 3118 U.S.C. 1001, 49 U.S.C. 5307; Access to records and reports, 49 U.S.C. 5325, 18.36(i), 49 CFR 633.17; Federal changes, 2 CFR Part 1201; Disadvantaged Business Enterprise (DBE), 49 CFR part 26; Termination, 49 U.S.C. part 18, FTA circular 4220.1G.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Small Purchases Paragraph Template

Instructions: Insert the appropriate information below. Use the federal clause checklists from Appendix A to help determine which federal clauses are applicable and list them in the body of this letter.

To:

From:

Subject: Acceptance of Federal Clauses

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Small/Discretionary Purchase (\$10,001–\$34,999) Documentation Form

Section 1: Sub-recipient Information

Agency: _____ Contact: _____
 Phone: _____ Email: _____
 Address: _____ City: _____
 ZIP Code: _____ County: _____

Section 2: Results of Small Purchase Competitive Bid Process

I, _____ certify that price or rate quotations were received from (# of) _____ sources for the purchase as summarized below. If a sole source justification is being sought, see additional documentation required below in lieu of obtaining at least three price or rate quotations.

Following completion of the procurement process, _____ (agency name) intends to award this procurement to _____ (supplier).

SUMMARY MATRIX OF COMPETITIVE BID RESULTS

Item	Price/Cost Analysis Findings	Competitive Bid #1	Competitive Bid #2	Competitive Bid #3

No Cost/Bid Splitting:

I, _____, certify that _____ (agency name) did not reduce the size of procurement merely to come within the small purchase limit as required by FTA Circular 4220.1G Chapter VI, 3.b(2)(b) and Rule 60A-1.002(5), F.A.C..

Required Documentation:

The following documentation must be provided for a small purchase:

- > Federal clause checklist to document that the purchase order or contract reference the appropriate Federal clauses) ___ Yes ___ No ___ Not Applicable
- > Price analysis (Federal Funding Only) ___ Yes ___ No ___ Not Applicable
- > Cost analysis (Federal Funding Only) ___ Yes ___ No ___ Not Applicable (required in lieu of a price analysis if a single bid was received or procurement is being sought after a single source purchase)
- > Sole source justification form (if applicable) ___ Yes ___ No ___ Not Applicable

Section 3: FDOT Internal Use Only

Form completed and signed? Yes No

Price within small purchase limits? Yes No

Required documentation attached? Yes No

If no, indicate what document is missing: _____

Additional information needed for small purchase approval? Yes No

Approved Sub-recipient Internal Procurement Policy Document on file? Yes No

Additional comments:

Approved by: _____ Date: _____

**Small/Discretionary Purchase (\$10,001-\$34,999)
Price Analysis**

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Price Analysis Details

Method. The above estimate has been developed as follows (check all that apply):

___ Published catalog or Internet price list (attach pertinent catalog or price list pages).

___ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):

___ In-house engineering or technical estimate (provide as cost analysis below).

___ Independent Third-Party estimate developed by _____ (attach estimate).

___ Other _____

If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Request for Quotation

Date: _____ All prices to be F.O.B Department of Transportation (DOT) at _____
City

Requisition #: _____ Reply Requested by Date: _____ Reply by Time: _____

Quote on All or None

Item Description	Recycled Y-N-A*	Quantity – Unit	Unit Price	Total Price
Delivery will be made within _____ days after receipt of order.				

*Y = Recycled Content N = Non-Recycled A = Recycled but not quoted

If recycled content is available, please send information separate from this quote.

Accepts VISA? ___ Yes ___ No
 Minority Business Enterprise (MBE)? ___ Yes ___ No

RETURN COMPLETED FORM TO:
 Florida Department of Transportation

COMPANY NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

FEID NO.: _____

QUOTED BY: _____

Name

THIS IS A REQUEST FOR QUOTES, NOT A PURCHASE ORDER
 VENDORS MUST SHOW UNIT PRICES AS SPECIFIED

IMPORTANT INFORMATION: *FOR QUOTE TO BE ACCEPTED VENDOR MUST BE REGISTERED IN THE STATE'S E-PROCUREMENT SYSTEM, MyFloridaMarketPlace (MFMP) at <https://vendor.myfloridamarketplace.com>

**Small/Discretionary Purchase (\$10,001-\$34,999)
Sole Source Justification Form**

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Sole Source Justification

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures and at least one of the following circumstances applies:

Item Description:	
--------------------------	--

I, _____, certify that the reason, as noted below, for seeking a sole source justification for this procurement is accurate.

Check One:

- The item is available only from a single source (sole source justification is attached or described below in the "Comments" section).
- The public urgent need or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- After soliciting a number of sources, competition is determined inadequate (record of the sources solicited is attached).

Recommend Source:	
Price or Cost Analysis attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	

FDOT Internal Use Only

Approved by: _____ Date: _____

APPENDIX E: COMPETITIVE PROCUREMENT FORMS

Appendix E compiles all of the documentation needed to assist in the competitive bid purchase process and includes the following:

Materials	Description	Page
Attorney Certification to FDOT (Sample)	A sample attorney certification letter.	E-2
Competitive Purchase Documentation Form	A form to help document the competitive purchase process.	E-3
Price Analysis Form	A form to help document the price analysis process.	E-5
Single Bid Analysis	A form to document the justification for non-competitive proposals, if applicable.	E-6

**Attorney Certification to
Florida Department of Transportation**

(Project Name) _____ (FM#) _____

(Project Description) _____

The undersigned serves as the General Counsel to the _____ (agency name) (the “Agency”). In reference to _____ (project name, contract number) between the Florida Department of Transportation (the “Department”) and the Agency, this is to certify that, based upon my personal knowledge and information provided by the Agency and without independent examination, investigation or audit, that the selection by the Agency of _____ was done in compliance with the applicable provisions of Sections 287.057, Florida Statutes, known as the Procurement of Commodities or Contractual Services and the Agency’s established procurement policies. This Information has been provided solely for the Department and for no other person and no other than the Department may rely on such certification.

(Agency Name)

By: _____
Attorney

Date: _____

Competitive Purchase (\geq \$35,000) Documentation Form

Section 1: Sub-recipient Information

Agency: _____ Contact: _____
 Phone: _____ Email: _____
 Address: _____ City: _____
 ZIP Code: _____ County: _____

Section 2: Method of Procurement

Request for Proposal Sealed Bid Competitive Proposal
 Invitation to Bid Qualification Based Proposal Sole Source

Section 3: Results of Competitive Purchase Bid Process

I, _____ certify that price or rate quotations were received from (# of) _____ sources for the purchase as summarized below. If a sole source justification is being sought, see additional documentation required below in lieu of obtaining at least three price or rate quotations.

Following completion of the procurement process, _____ (*agency name*) intends to award this procurement to _____ (*supplier*).

SUMMARY MATRIX OF COMPETITIVE BID RESULTS

Item	Price/Cost Analysis Findings	Competitive Bid #1	Competitive Bid #2	Competitive Bid #3

No Cost/Bid Splitting:

I, _____, certify that _____ (*agency name*) did not reduce the size of procurement merely to come within the competitive purchase limit as required by FTA Circular 4220.1F Chapter VI, 3.b(2)(b) and Rule 60A-1.002(5), F.A.C..

Required Documentation:

The following documentation must be provided for a competitive purchase:

- > Federal clause checklist to document that the purchase order or contract reference the appropriate Federal clauses) Yes No Not Applicable
- > Price analysis (Federal Funding Only) Yes No Not Applicable

- > Cost analysis (Federal Funding Only) Yes No Not Applicable (required in lieu of a price analysis if a single bid was received or procurement is being sought after a single source purchase)
- > Sole source justification form (if applicable) Yes No Not Applicable

Section 3: FDOT Internal Use Only

Form completed and signed?	Yes	No	
Price within competitive purchase limits?	Yes	No	
Required documentation attached?	Yes	No	
If no, indicate what document is missing:			
Additional information needed for competitive purchase approval?	Yes	No	
Approved Sub-recipient Internal Procurement Policy Document on file?	Yes	No	

Additional comments:

Approved by: _____ Date: _____

Competitive Purchase (>\$35,000) Price Analysis

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Price Analysis Details

Method. The above estimate has been developed as follows (check all that apply):

Published catalog or Internet price list (attach pertinent catalog or price list pages).

Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):

In-house engineering or technical estimate (provide as cost analysis below).

Independent Third-Party estimate developed by _____ (attach estimate).

Other _____

If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Single Bid Analysis

Solicitation #: _____ Bid/Proposal Due Date: _____

of Solicitations Requested: _____ Product/Service to be Procured: _____

of Bids Received: _____ Date Filled Out: _____

1) Reasons for Lack of Competition:

- Lack of Competency
- Lack of Available Resources
- Poor Timing
- Short Response Due Date
- Other: _____

2) Action to Plan (Choose one):

- Award Contract Basis
- Extend Deadline
New Due Date: _____
- Reprocure:
New Solicitation Due to be Completed:
Projected Due Date: _____

Name of Authorized Preparer: _____

Signature of Authorized Preparer: _____

Title Role: _____

Date Completed: _____

Attach copies of correspondence with other vendors (i.e., emails, phone calls, etc.)

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING MAYOR DON HORTON TO ATTEND THE 2026 FLORIDA LEAGUE OF CITIES LEADERSHIP CLASS IN ORLANDO, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida League of Cities is the primary municipal advocacy organization in the state, and it hosts a variety of educational and networking opportunities throughout the year; and

WHEREAS, the FLC annually hosts a Leadership Class, which is intended for graduates of the Institute for Elected Municipal Officials to discuss leadership issues and opportunities; and

WHEREAS, Mayor Don Horton would like to attend the Leadership Class; and

WHEREAS, it is in the public interest for elected officials to attend conferences and events to learn municipal government best practices and expand their network with other Florida elected officials; and

WHEREAS, at its May 6, 2025, the Village Council adopted an updated personnel policy, which included Administrative Procedure FIN001 - Travel Authorization & Expense Reimbursement; and

WHEREAS, Part III of the Administrative Procedure for Travel Authorization for Elected Officials and Charter Officers states as follows: Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Authorization of Village Officials. The Village Manager and/or his designee and the Village Clerk are authorized to take all necessary steps to register and make travel arrangements for the Council Members listed in this resolution.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for Mayor Don Horton to attend the Florida League of Cities Leadership Class in Orlando.

Section 4. Effective Date. This Resolution shall take effect immediately for the Village Clerk to take the necessary steps to register Mayor Don Horton and make travel arrangements.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Don Horton _____
Vice Mayor Sharon Mahoney _____
Council Member Steve Friedman _____
Council Member Deb Gillis _____
Council Member Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE SOLE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

I. PURPOSE AND APPLICATION

The attendance of Village staff and elected officials at professional meetings, conference, training courses, or Village-sponsored events to conduct official Village business benefits employees and the Village through increased awareness of technical and administrative developments and through the exchange of ideas with peers. Additionally, travel may be part of an employee's official duties.

This procedure applies to pre-approved travel authorization and reimbursement of costs after travel completion for Village employees, elected officials, and other authorized persons. The purpose of the procedure is to:

- a. Provide a reasonable and systematic means by which travel for Village purposes may be approved and controlled, consistent with efficient and economical operation, and
- b. Standardize reimbursable travel costs and procedures, approval, and submittal of such costs for Village employees and officials regardless of funding source or purpose of trip.

II. TRAVEL AUTHORIZATION – VILLAGE EMPLOYEES

Although travel costs are generally included in Village's Fund and Departmental budgets, all travel undertaken by Village employees paid for by the Village must be authorized in advance by the employee's Department Head/Director, the Finance Director, and the Village Manager. Village employees shall obtain written approval to perform the travel, attend the meeting, etc., with estimated cost information including, support documents, before making any commitment to pay registration fees, purchase tickets, or incur any other costs.

In order to obtain approval, all individuals proposing to travel at Village expense must prepare and submit a Travel Authorization Request form (Attachment A) approved and signed by the Department Head/Director and submitted to the Finance Department. The Finance Department will verify that sufficient funds are available within the budgeted travel line item, and the Finance Director will sign off to confirm this verification. The Finance Department will forward the request to the Village Manager for final approval.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

Failure to obtain the proper authorization prior to departing for the trip or incurring travel-related expenses relieves the Village of any responsibility to reimburse the costs of such travel from Village funds. When utilizing a Village vehicle for travel outside of Islamorada, failure to obtain the proper travel authorization prior to departing for the trip may result in disciplinary action.

III. TRAVEL AUTHORIZATION – ELECTED OFFICIALS & CHARTER OFFICERS

The Village will directly pay travel-related expenses for elected officials and charter officers, including the Mayor, Vice Mayor, and Council Members, or will reimburse expenses incurred by elected officials or charter officers for travel related to official duties. Payment to elected officials or charter officers for official travel will not exceed the expenses actually and necessarily incurred in carrying out official duties. The Village Clerk will assist elected officials in arranging travel and in preparing travel authorizations to determine estimated costs prior to travel. Any elected official or charter officer wishing to travel on official business and represent the Village should seek the approval of the members of the Village Council at a public meeting before the travel takes place.

IV. TRAVEL AUTHORIZATION – CONTRACTORS OR CONSULTANTS

Advance authorization of travel to be undertaken at Village expense by Village contractors or consultants shall be in accordance with the specific contractual requirements of the agreement between the Village and the contractor or consultant.

V. TRAVEL EXPENSES

Employees, elected officials, contractors or consultants traveling on Village business shall receive reimbursement of reasonable transportation costs and reasonable lodging costs in accordance with this procedure. Meals shall be reimbursed at either per-diem rates, or at actual reasonable expense supported by itemized receipts. Other reasonable incidental travel expenses, such as taxi fares, tolls, parking fees and registration fees, will be reimbursed at actual cost with a receipt or proof of payment. Excessive or unwarranted expenses will not be reimbursed. The following is the basis upon which reimbursement of travel expenses will be approved.

a. Transportation



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- i. Travelers are expected to use the mode of travel that is most advantageous to the Village. All travel, whether by public transportation, privately-owned vehicle, or for-hire conveyance shall be the most direct, practical route. In cases where an employee travels by an indirect route for his or her own convenience, any extra costs will be borne by the employee. Reimbursement for expenses shall be based on the charges that would have occurred by a usually traveled route. Any deviations from a direct route must be explained on the Travel Authorization Request and/or Travel Expense Report.
- ii. The use of privately-owned vehicles for official travel is allowed when appropriate Village-owned vehicles are not available or upon prior approval by Department Head/Director and Village Manager. Whenever travel is by private vehicle, the traveler shall be entitled to a mileage reimbursement at the fixed rate specified in the current year IRS Standard Mileage Rates. When two or more authorized persons travel in one private vehicle, only the person supplying the vehicle shall receive such mileage reimbursement. Mileage shall be from point of origin to point of destination.
- iii. Employees shall use a Village Sun Pass transponder, available from the Finance Department if not already assigned to a vehicle, when traveling in Village vehicles and on the Florida toll road system. Employees shall also use the Village's fuel card assigned to each Village vehicle when traveling using a Village vehicle.
- iv. Air travel must be booked using economy or tourist class air fares unless no other alternative is available. Air travelers must attach their boarding passes or print a "screen shot" of their electronic boarding pass to the completed Travel Expense Report. If a ticket is canceled or changed strictly for the convenience of the traveler, the cancellation or associated change fees may not be reimbursable from Village funds. Travelers should carefully evaluate the circumstances and risk of cancellation prior to purchase of airline tickets.
- v. Vouchers submitted for payment of unused nonrefundable airline tickets, cancellation penalties or exchange penalties must include



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

documentation indicating that the costs were necessarily incurred in conducting Village business or the costs were incurred because of the illness of the traveler or the illness or death of a member of the traveler's immediate family.

- vi. Airport shuttle services may be considered when extended trips would result in airport parking charges in excess of the cost of the shuttle service. Reasonable shuttle services with fares most advantageous to the Village must be utilized.
- vii. Car rentals will be reimbursed at actual cost for the days approved for Village-reimbursable travel. A detailed receipt/invoice from the car rental agency must be provided with the complete Travel Expense Report.
- viii. Reimbursements for taxicabs, Uber, Lyft, or similar ride-share services to and from airports or events, parking fees and tolls will be reimbursed at actual costs only when receipts are provided. Maximum reimbursable tip is 20% for services.

b. Lodging

- i. Lodging expenses may vary with the area traveled, but all expenditures must be reasonable. Elected officials, employees and contractors traveling on official business for the Village are expected to use reasonably priced lodging accommodations. If a traveler chooses to upgrade a room due to personal preference (view, amenities, etc.), the traveler may be responsible for the cost difference between the standard room and upgraded room.
- ii. When traveling within the State of Florida, the traveler must make every effort to seek exemption from payment of sales and resort taxes on rental of hotel rooms. The Finance Department will supply the Village's Tax-Exempt certificate to employees and elected officials along with a Village travel credit card. It is the traveler's responsibility to confirm all hotel charges upon check-out, verify there are no additional unauthorized fees and that the taxes have been removed. If a traveler fails to have the taxes removed it will be their responsibility to contact the hotel for a refund.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- iii. A traveler may not claim subsistence allowance, per diem or lodging reimbursement for overnight travel within 50 map miles of his or her headquarters or residence (whichever is closer) unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Department Director and Village Manager.
- iv. The Village is responsible for lodging expenses for nights required for travel. The Village is not responsible for additional lodging charges. If an employee or elected official arrives earlier than necessary or extends more days than necessary for the purpose of the travel, the employee or elected official is responsible for payment of those expenses.

c. Meals

- i. The Per Diem reimbursement for meals without a receipt will be at the current amounts specified annually by the Federal Government by the General Services Administration as set forth in 41 C.F.R. Section 301-11.6, as amended, for the Miami area. Meal periods designated for reimbursement are as follows:
 - 1. Breakfast: When travel begins before 6:00 am and extends beyond 8:00 am
 - 2. Lunch: When travel begins before 12 Noon and extends beyond 2:00 pm
 - 3. Dinner: When travel begins before 6:00 pm and extends beyond 8:00 pm, or when travel occurs during nighttime hours due to special assignment
- ii. As an alternative to the per diem rates specified above, reimbursement for meals may be based on reasonable actual expenditures supported by the submission of detailed receipts. A receipt for a meal must include both an itemized listing of the food and beverage items purchased and proof of payment with a maximum reimbursable tip of 20% for services. The Village will not reimburse receipts without detail.



ADMINISTRATIVE PROCEDURE FIN001
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- iii. The Village will not reimburse the cost of alcoholic beverages or the associated costs such as taxes and tips. Separate checks are recommended for the purchase of alcoholic beverages.
 - iv. The total reimbursement for any combination of per diem and actual meal expenses will not exceed \$85.00 per day for an individual traveler unless the circumstances necessitating the excessive costs are fully explained in writing by the traveler and approved by the Village Manager.
 - v. Maximum reimbursement for tips is 20% of the total cost of food and non-alcoholic beverages.
 - vi. Charter Officers (Village Manager and in-house Village Attorney) may pay for or be reimbursed for meals during meetings with at least one other guest and wherein official Village business is discussed. The reimbursement amount may be for the actual cost of the meals, excluding alcoholic beverages, with a maximum tip of 20%. A detailed receipt must be provided to the Finance Department with the reimbursement request or to support a Village credit card charge. The name(s) of the guest(s) shall be provided with the reimbursement request.
- d. Other expenses
- i. Reimbursement for training, registration, and conference fees related to Village business will be based on actual cost. When requesting reimbursement, a brochure, agenda, invoice or other document detailing such fees and what they include must be provided with the Travel Expense Report. Any meals, lodging or other reimbursable expenses included in the registration fee will be deducted in accordance with the allowances provided for those items. Pre-planning to obtain advance registration discount rates and minimizing the number of staff who attend the same training session or conference is encouraged.
 - ii. The employee may be reimbursed for the actual and necessary fees for attending additional educational opportunities which are not included in the basic registration fees that directly relate to the



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employee's position. Such expenses may include, but are not limited to, additional training sessions and other meal functions. It shall be the responsibility of the employee to substantiate that the charges are proper and necessary.

- iii. Miscellaneous tips for services outside the business purpose of the travel may be reimbursed if verifiable with a receipt. Excessive or generous tips may not be reimbursed even with receipts.

VI. TRAVEL ADVANCES

The Finance Department will make payments in advance to vendors for room deposits, registration or tuition fees and tickets on common carriers to cover the costs of travel that has been approved by the Village Manager. Such advances will be made to a vendor with the appropriate invoices or documentation along with a check request or credit card authorization request.

Cash Advances for travelers are available and must be requested one week prior to departure. Travel advance requests received less than 24 hours prior to travel could result in the travel advance not being processed before the expected departure time. Travelers may request a cash advance equal to the estimated mileage reimbursement and cost of meals based on per diem rates. The traveler will still need to complete the travel expense report upon returning from the travel. If the traveler fails to submit the travel expense report within 30 days of return from travel, the Village may require the traveler to refund any cash advance provided.

VII. REIMBURSEMENT

- a. Within thirty (30) days after return from authorized travel, the Village employee, official or contractor shall complete the Travel Expense Report form (Attachment B) which itemizes actual trip expenses and submit it to the Finance Department for reimbursement. Receipts for lodging, registration fees, transportation, and all other expenses for which reimbursement of costs is requested or has been made in advance must be attached to the Travel Expense Report form, as well as any other documentation required by Section 3.0. If itemized receipts for meal expenses are not provided, such meals may be reimbursed at the specified per diem rates.



ADMINISTRATIVE PROCEDURE FIN001
TRAVEL AUTHORIZATION & EXPENSE REIMBURSEMENT
EFFECTIVE DATE: 06/01/2025

- b. All expenses must be included on the report, including any advance items paid for by the Village. If the total amount of the Travel Expense Report exceeds the total cost authorized by the Village Manager on the associated Travel Authorization Request, additional Village Manager review/approval will be required prior to issuance of the reimbursement.
- c. The Finance Director will verify the amount of reimbursement based on the provisions of this procedure. The Finance Director may require an explanation of any expenditure considered excessive or questionable and/or may request Village Manager review of such questions prior to issuance of the reimbursement.
- d. Expense reimbursement to Village employees and elected officials will be done through payroll.
- e. Expense reimbursement to other authorized persons shall be done by check request through the Finance Department.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 10, 2026
SUBJECT: **Resolution Approving Work Authorization No. 8 with Avalon Gardens Inc. for Completion of a Planting Project at Founders Park TAB 8**

Background:

In accordance with its Comprehensive Plan, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance as well as to preserve and enhance open space and natural landscapes. This project would further the Village's natural landscapes planting objective within open space, parks, and right-of-way areas. In February 2026 the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for an exotic plant removal and tree and shrub planting project within Founders Park. The project is intended to replace unsightly and non-native plants, create shade, and fill open space with native foliage in between the frontage access road and US1. Effective May 2, 2023, the Village and Avalon entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional landscaping services resulting from a competitive bid process (RFQ# 23-03) to create a library of firms for landscaping, tree trimming and mangrove trimming.

Analysis:

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 8 between the Village and Avalon for professional landscaping services for the project at Founders Park at a cost not to exceed \$45,750.00. Work Authorization No. 8 would become effective upon full execution and the project would commence as directed by the Village. Under Work Authorization No. 8, as outlined in the scope within Exhibit "B", Avalon will complete a project involving removal of approximately 240 Bougainvillea plants and the planting of approximately 500 shrubs of 12 different species, all native to the Florida Keys. The contractor is to complete the work in a timely manner as indicated in the Agreement.

Budget Impact:

This Agreement would be for a not-to-exceed amount of \$45,750.00, as outlined in Exhibit "A" to the Resolution. Costs for this landscaping project, which would ultimately be recorded as an asset of the Village, would be accounted for in the FY 2025-2026 Capital Project Fund budget and would be funded by a transfer of In Lieu of Landscape Mitigation funds from the General Fund. The Finance Department estimates that the amount in Committed Fund Balance in the General Fund for Landscape Mitigation as of March 10, 2026, will be \$898,000.

Staff Impact:

The Village's Environmental Resources Manager and Founders Park Director would oversee the project and coordinate as necessary. The Village's Finance department would track the expenditure.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving Work Authorization No. 8 with Avalon Gardens, Inc.

- Attachments:**
1. Resolution_Founders Park frontage project_Avalon_031026 RVCM
 2. Ex. A_Project Agreement for WA#8 Avalon Gardens Inc
 3. Ex. B_Avalon Proposal - Founders Park Frontage

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 8 WITH AVALON GARDENS, INC., FOR COMPLETION OF A PLANTING PROJECT AT FOUNDERS PARK; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 8; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 8; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

WHEREAS, the Village has proposed a native plant planting project at Founders Park in between the frontage access road and the Overseas Highway; and

WHEREAS, the Village requested a proposal from Avalon Gardens, Inc. ("Avalon") for the planting project services, as detailed in Exhibit "B" attached hereto (the "Project"); and

WHEREAS, pursuant to RFQ 23-03, the Village entered into a current Continuing Services Agreement with Avalon for landscaping, tree trimming and mangrove trimming services; and

WHEREAS, Avalon is willing to perform these services as outlined in the Scope of Services attached as Exhibit "B" in an amount not to exceed Forty-five Thousand Seven-hundred Fifty Dollars (\$45,750.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the Work Authorization No. 8 with Avalon is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 8 with Avalon, attached as Exhibit "A", for completion of the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 8, attached hereto as Exhibit "A".

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 8.

Section 5. Authorization of Village Manager to Execute. The Village Manager is hereby authorized to execute Work Authorization No. 8 with Avalon on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton ___
Vice Mayor Sharon Mahoney ___
Councilman Steve Friedman ___
Councilwoman Deb Gillis ___
Councilwoman Anna Richards ___

PASSED AND ADOPTED THIS __ DAY OF _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

AVALON GARDENS, INC.

For

Work Authorization No. 8

Professional Landscaping Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and AVALON GARDENS, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated May 2, 2023, pursuant to RFQ #23-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 8 for the CONSULTANT to provide landscaping services to remove exotic plants and plant native trees and shrubs along the frontage of Founders Park as more further described in Exhibit "A" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 8.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide Professional Landscaping services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "A" hereto, to complete the Founders Park Frontage Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in attached Exhibit "A."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Removal of approximately two hundred forty (240) bougainvillea plants*
- *Planting of approximately five hundred (500) native shrubs*
- *Spreading of approximately 100 yd.³ of mulch*
- *Delivery of plants and mulch/Equipment*
- *Soil*
- *Hand Watering*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall be effective on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through **December 31, 2026**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Project Agreement shall be effective unless authorized by the Village Manager in writing.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager through the issuance of a Purchase Order. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed through a Purchase Order.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Forty-five Thousand Seven-hundred Fifty Dollars **(\$45,750.00)** as compensation for performance of all services and deliverables related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percentage of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of this Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others,

including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title, and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its Owner, duly authorized officer to execute same.

Affidavit Attesting to Noncoercive Conduct for Labor or Services Nongovernment

Entity name: Avalon Gardens Inc ("**Vendor**")

Vendor FEIN: 65-0724354

Address: 122 Mockingbird Rd

City: Tavernier State: FL Zip: 33070

Phone number: 786-252-3901 Email Address: brian@avalon-gardens.net

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: *Brian Rogers*

Authorized Signature

Print Name and Title: Brian Rogers, President

Date: 1/6/25

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Village Attorney

CONSULTANT

AVALON GARDENS INC.

By: Brian Rogers
Print Name: Brian Rogers
Title: President

The 19th day of February, 2026.

WITNESSES:

Peter Frezza
Print Name: Peter Frezza

Avalon Gardens



Exhibit "B"

122 Mockingbird Road, Islamorada, Florida 33070
786.252.3901 avalon-gardens.net

PROPOSAL

February 16, 2026

Client: Village of Islamorada, 86800 Overseas Highway, Islamorada, FL 33036

Project: Front of Founder's Park

Scope of Work:

Avalon Gardens will install the following new landscaping:

Quantity	Description	Unit	Total
<u>Remove Bougainvillea across the front of Founder's Park:</u>			
	Remove approximately 240 Bougainvillea 4'x4', Pick up rocks, Grade areas where Bougainvillea were removed for grass to grow in		
	Labor: 3 men x 3 days		5,400
	Trash Disposal		1,500
<u>Install new plants:</u>			
400	Native shrubs 3g (from list below)	35	14,000
100	Native shrubs 7g (from list below)	85	8,500
	Coontie, Locustberry, Pearlberry, Horizontal Cocoplum, Bay Cedar, Sea Lavender, Smooth Strongbark, Lignum vitae, Beach Creeper, Wild Lantana, Native Ruellia, Jamaican Caper		
<u>Mulch across front of Founder's Park:</u>			
100	cy Maleleuca Mulch (<i>Allowance</i>)	35	3,500
	Labor to spread mulch: 4 men x 3 days		7,200
<u>Supplemental:</u>			
	Delivery		750
	Equipment: Mini Excavator, 2 Skidsteer Loaders		1,000
16	Visits Hand watering twice weekly x 2 months	150	2,400
20	cy Planting Soil (<i>Allowance</i>)	75	1,500
Estimated Cost:			\$45,750.00

** Does not include permits and related fees.*

** Avalon Gardens is not responsible for damage to any underground utilities, wires or pipes that have not been marked unless a detailed plan with their locations is provided.*

Client Signature:

***Terms of Payment:** 50% due prior to beginning of project. Balance due upon completion.
Proposal valid for 30 days.*



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: March 10, 2026
SUBJECT: **Resolution Approving Federal Lobbyist Agreement with Thorn Run Partners TAB 9**

Background:

Islamorada, Village of Islands (the "Village"), has engaged the services of a Federal Lobbyist since 2012. The purpose of the Professional Federal Lobbying Services is to represent the Village's interests before the United States Congress, Federal agencies and governmental entities.

James J. Davenport has provided Professional Federal Lobbying Consulting Services to the Village since July 1, 2012, initially through Alcalde & Fay and most recently with Thorn Run Partners. The initial Agreement with Alcalde & Fay, which was approved following a competitive bid process and selection of the firm by the Village Council, expired June 30, 2015. After a subsequent competitive bid process in March 2015, the Village Council unanimously approved an Agreement with Alcalde & Fay through the adoption of Resolution 15-06-52, thereby retaining Mr. Davenport as its federal lobbyist.

In April 2018, Mr. Davenport advised the Village that he left Alcalde & Fay and switched to the government relations firm of Thorn Run Partners in Washington, D.C. Mr. Davenport expressed a strong desire to continue serving the Village as our federal lobbyist with the firm of Thorn Run Partners. Consequently, at its April 12, 2018 meeting, the Village Council voted to approve termination of its Agreement with Alcalde & Fay and to move forward with an Agreement with Thorn Run Partners for Professional Federal Lobbying Services. The Village Council subsequently adopted Resolution No. 18-05-36, thereby approving an agreement between the Village and Thorn Run Partners for a two (2) year term through April 30, 2020. On April 16, 2020, Village Council adopted Resolution No. 20-04-24, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2022. Thereafter, on March 31, 2022, Village Council adopted Resolution No. 22-03-21, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2024. On March 12, 2024, Village Council adopted Resolution 24-03-16, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2026.

Analysis:

In working with the Village for the past fourteen (14) years, Mr. Davenport has been instrumental in our securing funding for the Florida Keys Water Quality Improvement Program ("FKWQIP"). Mr. Davenport has become exceptionally knowledgeable about the interests and

needs of the Village, has initiated and continued regular communications with the Village, and individuals and federal agencies to bring particular attention to Village issues. He has also assisted Village staff with efforts to include additional eligible activities for wastewater reimbursement through the Army Corps of Engineers (“ACOE”) and has consistently provided comprehensive information and updates regarding federal legislative topics and grant opportunities.

The new Professional Federal Lobbying Services Agreement with Thorn Run Partners (“TRP”) (“Agreement”) would be for a two (2) year term from May 1, 2026, through April 30, 2028, with the ability to extend for two (2) additional one (1) year terms if agreed to by both parties, in writing, prior to the expiration of the term. Under the proposed Agreement, TRP would continue to provide consulting services and continue representing the Village’s interests before the federal government, including the United States Congress, and any executive branch, body, committee, federal agencies, and governmental entities (“Services”).

Due to Mr. Davenport’s experience and expertise with the Village’s federal lobbying efforts and the potential time sensitivity of the Village’s various federal projects, the attached resolution authorizes a waiver of competitive bidding pursuant to Section 2-328 of the Village Code. A waiver of competitive bidding would allow Mr. Davenport and Thorn Run Partners to continue providing services to the Village without going through a lengthy procurement process, especially as the Village navigates the end to various federal programs and funding sources.

Budget Impact:

Monthly compensation to Thorn Run Partners for the services provided would be \$5,500.00 (\$66,000.00 annually), which is the same compensation as in the existing Agreement. The adopted 2025-2026 budget includes \$175,500.00 in the Village Council Professional Services budget, \$66,000.00 of which is allocated to Thorn Run Partners. Authorized travel and other authorized expenses would be reimbursed as provided for in the Agreement, also through the Village Council Professional Services operating budget.

Staff Impact:

As required, the Village Manager and Village Attorney would continue to consult and engage directly with Mr. Davenport and Thorn Run Partners regarding the Village’s federal issues.

Recommendation:

Staff recommends approval.

- Attachments:**
1. 489607702-Resolution approving Thorn Run federal lobbyist agreement 2026-2028
 2. Islamorada. Thorn Run Partners Agreement. May 2026 - April 2028 w extensions

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES BETWEEN THORN RUN PARTNERS AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has utilized the services of a Professional Federal Lobbying Firm since 2012; and

WHEREAS, James J. Davenport ("Davenport") has been the Village's representative and principal federal lobbyist since 2012; and

WHEREAS, following competitive bidding in 2012 and again in 2015, the Village engaged the services of Davenport through Alcalde & Fay Ltd. ("Alcalde & Fay") to provide Federal lobbying and representative services for the Village before the United States Congress, Federal agencies and governmental entities (the "Services") and

WHEREAS, in April 2018, Davenport joined Thorn Run Partners ("Thorn Run" or "TRP"), a full-service professional lobbying firm with experience and expertise to achieve results for the Village; and

WHEREAS, the Village subsequently terminated the services of Alcalde and Fay and the Village Council subsequently adopted Resolution No. 18-05-36, thereby approving an agreement between the Village and Thorn Run Partners for a two (2) year term through April 30, 2020; and

WHEREAS, on April 16, 2020, Village Council adopted Resolution No. 20-04-24, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2022; and

WHEREAS, on March 31, 2022, Village Council adopted Resolution No. 22-03-21, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2024; and

WHEREAS, on March 12, 2024, Village Council adopted Resolution No. 24-03-16, thereby approving a renewal agreement between the Village and Thorn Run Partners for an additional two (2) year term set to expire on April 30, 2026.

WHEREAS, TRP desires to continue to provide the same scope of lobbying services, specifically, consulting and representing the Village's interests before the Federal Government and any executive branch, body and other agencies and governmental entities; and

WHEREAS, the Village and TRP desire to enter into a new Professional Services Agreement (the "Agreement") with Thorn Run Partners for Federal Lobbying Services, attached hereto as Exhibit 1; and

WHEREAS, TRP has agreed to provide the Services as described in the Agreement and at the compensation set forth in the Agreement; and

WHEREAS, the Village Council has determined that entering into the Agreement with the TRP and a waiver of competitive bidding for the services to be provided is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement for Professional Federal Lobbying Services with Thorn Run Partners, a copy of which is attached as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code of Ordinances, the Village Council waives the competitive bidding purchasing provisions as set forth therein.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____
Vice Mayor Sharon Mahoney _____
Councilman Steve Friedman _____
Councilwoman Deb Gillis _____
Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2026.

DON HORTON, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN QUICK, VILLAGE ATTORNEY

THORN RUN PARTNERS

GOVERNMENT RELATIONS

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AND THORN RUN PARTNERS, LLC.

The following is an agreement between the Islamorada, Village of Islands, Florida, hereinafter referred to as “ISLAMORADA” or the “VILLAGE”, and the firm THORN RUN PARTNERS LLC, a Washington, DC based firm, hereinafter referred to as “TRP”.

WHEREAS, TRP has duly qualified experts in the field of public works, transportation, water resources, Federal budget processes, Federal grant programs, and Federal regulatory programs; and

WHEREAS, in the judgment of the ISLAMORADA Village Council and the ISLAMORADA Village Manager, it is necessary and desirable to employ the services of TRP to assist ISLAMORADA with public works, transportation, water resources, budget processes, grant programs, and regulatory programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. GENERAL SCOPE OF WORK: TRP will advise and provide government relations and public affairs related services to ISLAMORADA on issues affecting the VILLAGE, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate ISLAMORADA’s agenda. In this role, TRP shall also assist ISLAMORADA in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
- B. SERVICES TO BE PROVIDED: TRP will consult and advise, as requested, on public works, transportation, water resources, budget processes, Federal grant programs, and Federal regulatory programs, including, but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, and water resources;
 2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement ISLAMORADA’s projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating ISLAMORADA interests during the United States legislative and regulatory process; and
 6. Providing the ISLAMORADA with a written report of activities.

- C. PAYMENT: TRP's compensation for the services provided hereunder shall not exceed \$5,500.00 per month. The monthly \$5,500.00 fee invoice shall be submitted by TRP at the first of each month, beginning on May 1, 2026. This fee is inclusive of expenses. All travel requested by ISLAMORADA will be reimbursed and incurred only following written approval by the Village Manager.
- D. KEY PERSONNEL: TRP has represented to ISLAMORADA that ISLAMORADA will have Jim Davenport as the principal of TRP's services, in the performance of TRP's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF TRP: The parties intend that TRP, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. TRP is not to be considered an agent or employee of ISLAMORADA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits ISLAMORADA provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments should be addressed as follows:

ISLAMORADA: Village of Islamorada
86800 Overseas Highway
Islamorada, FL 33036

TRP: THORN RUN PARTNERS, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003

- D. NON-DISCRIMINATION: TRP shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERMS OF AGREEMENT: This Agreement shall become effective on May 1, 2026, and shall terminate on April 30, 2028, or upon thirty (30) days written notice by either party with or without cause. The Agreement may be extended for two (2) additional one (1) year terms if agreed to by both parties, in writing, prior to the expiration of the term. Either party may terminate this agreement prior to expiration of the term with or without cause upon thirty (30) days written notice to either party.
- F. JURISDICTION; VENUE: This Agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida. For any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Monroe County.

- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by TRP related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the ISLAMORADA or the TRP. Such public records may not be destroyed without the specific written approval of the ISLAMORADA's Executive Director and in accordance with applicable state or federal law. Upon request by the ISLAMORADA, TRP shall promptly supply copies of said public records to the ISLAMORADA. Nothing contained in this paragraph shall require the disclosure of records or information that is exempt from public records disclosure pursuant to state or federal law.

- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the ISLAMORADA. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The ISLAMORADA shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

- I. ATTORNEY'S FEES; COSTS: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees and court costs at both trial and appellate levels.

- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both TRP and ISLAMORADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____.

ATTEST:

ISLAMORADA VILLAGE OF ISLANDS,

By: _____
 Ron Saunders, Village Manager

ATTEST:

THORN RUN PARTNERS, LLC

By: _____
 Jim. Davenport, Partner



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 10, 2026
SUBJECT: **Resolution Approving Work Authorization No. 2 with WSP USA, Inc. for Canals Monitoring, Consulting & CEI TAB 10**

Background:

In November 2020, the Department of Economic Opportunity (now Florida Commerce) amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, Islamorada, Village of Islands (the "Village") as set forth in the Florida Administrative Code, to include a new rule for implementation of a Canal Restoration Work Program (the "Program"). This amendment sets forth a definitive timeline for the Program with essential milestones for the completion of the Program within the next ten (10) years. These milestones include developing and adopting guidelines to select canals for restoration, identifying canal restoration projects, creating implementation plans for each canal project, and developing a monitoring and inspection system to track progress of and report on canal restoration projects. Like other tasks contained in the Village's Work Program, lack of progress on the canal restoration tasks will result in the reduction of 20 percent of the Village's Building Permit Allocation System allocations. Along with the rule and the importance of improving water quality in the Florida Keys and the extent of the documented issues with poor water quality in Florida Keys residential canals, the Village and Florida Commerce are willing partners that are collaborating on the future of the Program.

Analysis:

Canal restoration projects are implemented to improve the poor quality of canal waters and prevent the continued discharge of their poor-quality water into the nearshore waters of the Florida Keys National Marine Sanctuary, which threatens the Sanctuary's unique and fragile coral reef and ecosystem. This project continues the Village's canal restoration project(s) for water quality improvement within canals and near shore waters. Monitoring of canal water quality and of project construction itself are tasks outlined in the Village's Work Program. These tasks are critical to understanding the long-term effectiveness of restoration technologies and to evaluate nearshore environmental health. Collection of comprehensive water quality and dissolved oxygen data and monitoring and inspection of active restoration projects will provide the Village with the elements required to implement the Florida Commerce Work Program and make scientifically based, informed decisions on restoring the canal(s).

To that extent, the Village requested a scope and cost proposal from WSP USA, Inc. ("WSP") to provide for the canal water quality data collection and engineering and inspection services (the 'Project'). Effective August 29, 2025, the Village and WSP USA Inc. ("WSP"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering support

services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County to implement the CMMP for the past twelve (12) years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 2 between the Village and WSP for canal monitoring, engineering and inspection support services at a cost not to exceed \$81,000.00. Work Authorization No. 2 would become effective upon full execution and continue through December 31, 2027. Under this agreement, as outlined in the Scope of Services within Exhibit "1", WSP will provide collection of dissolved oxygen and physical water quality measurements from all sixty-three (63) Village canals and construction engineering and inspection services. The monitoring will be done in accordance with Florida Department of Environmental Protection ("FDEP") standard operating procedures.

Budget Impact:

The expenditure is accounted for in the Professional Services account of the Village Manager Department in the General Fund. The FY 2025-2026 budget includes \$81,000 for these canal monitoring and consulting services with WSP.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and continue to assist WSP with any environmental or canal restoration-related project questions or issues that arise. The Village's Finance department would track the expenditures. Staff time expected on this project is anticipated to be two hours per week.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 2 with WSP.

- Attachments:**
1. Resolution_Canal monitoring_WA2 WSP_031026 RVCM
 2. Exhibit A_WA# 2_WSP - Canal monitoring & consulting_031026
 3. Exhibit 1_Proposal for Water Quality Monitoring-WSP

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH WSP USA, INC. FOR WATER QUALITY MONITORING AND CANAL CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 2; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Islamorada, Village of Islands (the "Village"), is a member of the Florida Keys National Marine Sanctuary Water Quality Protection Program, which is tasked with addressing impaired nearshore water quality conditions and carrying out the Canal Management Master Plan (CMMP) within Monroe County; and

WHEREAS, the state Department of Commerce (formerly DEO) established a Canal Restoration Work Program (the "Work Program") for the Florida Keys that sets forth a definitive timeline for canal restoration; and

WHEREAS, the Village and Florida Commerce collaborate on the completion of the milestones set forth in the Work Program; and

WHEREAS, according to the rules adopted by the Florida Administration Commission, the Village is responsible for developing, implementing, and monitoring canal restoration projects to meet the tasks in the Work Program; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary professional environmental and engineering services to complete the milestones for the Work Program; and

WHEREAS, the Village has a current Continuing Services Agreement (“CSA”) with WSP USA, Inc. (“WSP”) for professional engineering services, canal restoration projects and environmental permitting and support services; and

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit “1”, attached hereto and incorporated herein by reference (the “Services”) in an amount not to exceed Eighty-one Thousand Dollars (\$81,000.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”), has determined that approval of the Work Authorization No. 2 with WSP is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 2 with WSP, attached as Exhibit “A” for performance of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 2, in the form attached hereto as Exhibit “A”.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization No. 2.

Section 5. **Authorization of Work Authorization Execution.** The Village Manager is authorized to execute the Work Authorization No. 2 with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____
Vice Mayor Sharon Mahoney _____
Council Member Steve Friedman _____
Council Member Deb Gillis _____
Council Member Anna Richards _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA INC.

For

Work Authorization No. 2

Canal Engineering, Environmental, Consulting and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 29, 2025, pursuant to RFQ #25-01, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 2 for the CONSULTANT to complete canal monitoring, consulting, and engineering and inspection support (the "Services") for the Village's canal network and restoration projects (the "Project"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 2.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Canal Monitoring Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those Services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order

executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Reports following each quarterly surveying event;*
- *Data from each quarterly surveying event;*
- *Compilation of data and comparison to previous events;*
- *Weekly progress reports, field notes, and meeting minutes;*
- *Construction Engineering and Inspection report to document the completion of projects in accordance with the plans, specifications, and permits.*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2027**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform Services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Eighty-one Thousand Dollars (**\$81,000**) as compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with providing the Services related to the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such

suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If

this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Village Attorney

CONSULTANT

WSP USA INC.

By: _____

Print Name: _____

Title: _____

The ___ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

WITNESS:

Print Name: _____

Exhibit "1"



16250 NW 59th Ave., Suite 206
Miami Lakes, Florida 33014

wsp.com

February 25, 2026

PETER FREZZA
ENVIRONMENTAL RESOURCES MANAGER
ISLAMORADA, VILLAGE OF ISLANDS
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Water Quality (Dissolved Oxygen) Monitoring, Consulting, and Construction Engineering Inspection (CEI) Services for the Village's Canal Restoration Program
Islamorada, Florida 33036
WSP Opportunity No. 2024US314883

Dear Mr. Frezza:

WSP USA, Inc. is pleased to submit this proposal for two years of water quality monitoring, consulting, and CEI services for the Village's Canal Restoration Program. This proposal includes an outline of our understanding of the project information, proposed scope of services, fees, and schedule. WSP USA Environment & Infrastructure Inc. (WSP), dated August 14, 2020, is incorporated by reference.

Project Information

WSP has been requested by the Village to monitor the water quality, provide consulting and CEI services in the Village's canals to quantify the dissolved oxygen concentrations over two years to support the identification of canals to prioritize for restoration and to monitor conditions within canals pre and post restoration construction projects.

Scope of Services

Task 1: Water Quality Monitoring, Consulting, and CEI.

WSP will collect water quality measurements for two years at the 63 canals located within the Village. During previous events, 7 canals were not accessible, but accessibility will be evaluated during each event. According to the FDEP methodology, the dissolved oxygen concentration at the center point of each canal will be measured 1 foot below the water surface and 2 feet above the canal bottom. The dissolved oxygen measurements will be averaged and corrected for time of day using the regression presented in the 2017 EPA Grant – Task 1 Water Quality Monitoring Report. In addition to dissolved oxygen, temperature, conductivity, salinity, and pH will be quantified at each interval as well.

The daily average dissolved oxygen concentrations will be summarized with previous measurements in a water quality database. The database will quantify the number of readings, the number of readings below 42 percent of saturation, mean, minimum, maximum, standard deviation, and the probability that the mean is below 42 percent for each canal. Additionally, the daily average dissolved oxygen measurements for the entire village will be quantified for minimum, maximum, mean, and percent below 42 percent of saturation. All readings will be compiled for comparison to previous events.

WSP will also provide as-needed consulting and CEI services to support the Village's Canal Restoration Program.

Assumptions

- Water quality measurements can be collected continuously without delay for weather.
- Delays in launching and retrieving the boat will not be incurred.
- Inaccessible locations will not be measured.

Schedule

The duration of monitoring will be two years, and monitoring will be initiated within one month of authorization.

Proposed Fee

Fees for the services described above will be charged on a Lump Sum Not to Exceed basis for the services described above. WSP shall be paid Eighty-One Thousand and Zero Cents (\$81,000.00).

Authorization

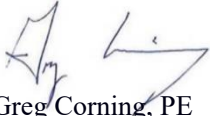
The proposed scope of work will be conducted according to the attached services agreement upon written notice to proceed.

Closing

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required.

Sincerely,

WSP USA Inc.



Greg Corning, PE
Project Manager
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com



Stephen Hanks, PE
Senior Engineer
1 (850) 485-0646
Stephen.Hanks@wsp.com

GC/SH/sg



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: March 10, 2026
SUBJECT: **Ordinance Amending Chapter 66 "Operation of Vessels In Restricted Areas" of the Village Code to Modify the Starcks Wheel Ditch Slow Speed / Minimum Wake Zone - Second Reading TAB 11**

Background:

Starck's Wheel Ditch is a high traffic channel adjacent to the bayside of Lower Matecumbe Key, averaging less than 100-feet in width with several small tributary creeks popular for recreation. These conditions often lead to conflicts between swimmers, kayakers, and motorized vessels traveling at high speeds. A new slow speed / minimum wake regulatory zone was proposed for this area to address the danger that the narrow channel creates due to the high recreational use, poor visibility and speed of vessels through the channel. After discussions on the subject at its regularly scheduled meeting on April 8, 2025, the Village Council directed staff to establish an Ordinance that would create a new slow speed zone through the channel. The Village Council subsequently adopted Ordinance No. 25-13 on October 7, 2025, thereby establishing the new slow speed / minimum wake zone through the Starcks wheel ditch. The required regulatory agency permitting for the buoys to denote the zone was continued immediately following adoption of the ordinance.

A Business Impact Estimate was prepared in accordance with prevailing law.

Analysis:

In accordance with section 327.46, Florida Statutes, the Village is granted the authority to implement slow speed / minimum wake boating safety zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width. While undergoing permit application review by the Florida Fish and Wildlife Conservation Commission ("FWC"), the FWC determined that the coordinates provided by the Village for the buoys denoting the zone were in an area of the waterway that exceeded 75 feet in width from shoreline to shoreline. The FWC requested that the Village amend the ordinance to remove the referencing of the buoy coordinates and the location of the buoys on the associated map, as further delineated in Exhibit "B" hereto. For the protection of the public and to be compliant with Florida Statute 327.46, the Village Council has proposed these amendments to the Starcks Wheel Ditch Slow Speed / Minimum Wake Zone by removing the reference to the buoy coordinates and the location of the buoys, as delineated in the new Exhibit "B", attached hereto. At its February 10, 2026 Village Council meeting, the Village Council considered the Ordinance on first reading and passed the Ordinance by a 5-0 vote.

A violation of this Ordinance may be enforced by issuance of a uniform boating citation by a duly authorized law enforcement officer pursuant to the procedures set forth in section 327.73,

Florida Statutes and section 327.74, Florida Statutes. The penalty for a violation would be up to \$250.00 as provided for by section 327.73, Florida Statutes, or such other amount as may be authorized by the state legislature should the statute be amended.

A Business Impact Estimate has been prepared in accordance with F.S. 166.041(4).

Budget Impact:

The FY 2025-26 budget includes \$20,000 for the purchase and installation of the buoys which will mark the zone. This expenditure is accounted for in the General Fund/Village Manager/Professional Services account. Village staff expect repair and maintenance costs to be minimal and would incorporate the replacement of lost or damaged buoys. Costs associated with additional enforcement personnel by the Monroe County Sheriff's Office are not anticipated at this time.

Staff Impact:

Staff impact associated with the adoption of this Ordinance are for staffing and resources necessary for the completion of the permitting for the project and for coordination during installation of the buoys. A need for additional staffing or resources from the Sheriff's office for enforcement have not been determined necessary at this time.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed Ordinance on second reading.

- Attachments:**
1. Ordinance_amending Starcks wheel ditch SS-MW Zone
 2. Business Impact Estimate - Starcks Wheel Ditch (March 10 2026)

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 "WATERWAYS", ARTICLE I "IN GENERAL", SECTION 66-2 "OPERATION OF VESSELS IN RESTRICTED AREAS" OF THE VILLAGE CODE TO MODIFY THE STARCKS WHEEL DITCH SLOW SPEED / MINIMUM WAKE ZONE, AS FURTHER DESCRIBED ON EXHIBIT "B"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 327.46, Florida Statutes, the Village of Islamorada, Village of Islands (the "Village") has the authority to adopt slow speed / minimum wake boating restricted areas within the Village; and

WHEREAS, Florida Statutes § 327.46 (1)(b) grants the Village Council of Islamorada, Village of Islands (the "Village Council") the authority to implement slow speed / minimum wake boating safety zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline; and

WHEREAS, previously on October 7, 2025, the Village adopted Ordinance 25-13 to create a slow speed/minimum wake zone generally located northwest of Lignumvitae Channel bridge off Lower Matecumbe Key, in the area generally known as Starcks Wheel Ditch; and

WHEREAS, while undergoing permit application review by the Florida Fish and Wildlife Conservation Commission ("FWC"), the FWC determined that the coordinates provided by the Village for the buoys denoting the zone were in an area of the waterway that exceeded 75 feet in width from shoreline to shoreline; and

WHEREAS, the FWC requested that the Village amend the ordinance to remove the referencing of the buoy coordinates and the location of the buoys on the associated map, as further delineated in

Exhibit "B"¹ hereto; and

WHEREAS, for the protection of the public and to be compliant with Florida Statute 327.46, the Village Council desires to amend the Starcks Wheel Ditch Slow Speed / Minimum Wake Zone by removing the reference to the buoy coordinates and the location of the buoys, as further delineated in Exhibit "B" hereto; and

WHEREAS, the Village Council hereby finds and declares that the adoption of this Ordinance is necessary, appropriate and in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Amendments to the Code. Chapter 66 entitled "Waterways", Article I "In General", Section 66-2 "Operation of vessels in restricted areas" is hereby amended as follows:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
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Article I. In General

Sec. 66-2 Operation of vessels in restricted areas

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. If any definition is inconsistent with the definitions in F.S. § 327.02, the definition in F.S. § 327.02 shall take precedence.

Idle speed - no wake means that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

¹ / There is no Exhibit A to this Resolution. The attached Exhibit is designated as Exhibit B to avoid any confusion with the terms already existing in section 66-2(c)(2)a. of the Village Code.

Marker means any channel mark or other aid to navigation, information or regulatory mark, isolated danger mark, safe water mark, special mark, inland waters obstruction mark, or mooring buoy in, on, or over the village controlled waters or the shores thereof.

Motorized vessel means any vessel equipped with machinery for propulsion, irrespective of whether the propulsion is in actual operation.

Operate means to be in charge of or in command of or in actual physical control of a vessel upon the village controlled waters, or to exercise control over or to have responsibility for a vessel's navigation or safety while the vessel is underway upon village controlled waters, or to control or steer a vessel being towed by a vessel upon village controlled waters.

Person means an individual, partnership, firm, corporation, association or other entity.

Slow Speed Minimum Wake and *Slow Speed* may be used interchangeably and means that a vessel must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Steerageway means the minimum rate of motion required for the helm of the vessel to have effect.

Swim Area means a designated area wherein all vessels of any type are prohibited from entering the marked area.

Vessel means every description of watercraft, barge, and air boat, other than a sea plane on water, used or capable of being used as a means of transportation on water.

Vessel-exclusion zone means an area from which all vessels or certain classes of vessels are excluded.

(b) *Prohibited activities.* It shall be prohibited for any individual to operate a motorized vessel at a speed greater than four knots or in a manner which creates a wake, in the following restricted areas:

- (1) Within an area designated and marked as an idle speed - no wake zone;
- (2) Within 300 feet of a "diver down" flag; or
- (3) Within 300 feet of improved residential or commercial shorelines.

(c) *Slow Speed Minimum Wake Zones.*

(1) Pursuant to Florida Administrative Code Chapter 68D-23.103, "Slow Speed Minimum Wake" and "Slow Speed" may be used interchangeably and mean that all vessels must be fully off plane and completely settled into the water. The vessel must then proceed at a speed which is reasonable and prudent under the prevailing circumstances so as to avoid the creation of an excessive wake or other hazardous condition which endangers or is likely to endanger other vessels or other persons using the waterway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow. A vessel that is:

- a. Operating on plane is not proceeding at this speed,
- b. In the process of coming off plane and settling into the water or coming up onto plane is not proceeding at this speed,
- c. Operating at a speed that creates a wake which unreasonably or unnecessarily endangers other vessels or other persons using the waterway, or is likely to do so, is not proceeding at this speed,
- d. Completely off plane and which has fully settled into the water and is proceeding at a reasonable and prudent speed with little or no wake is proceeding at this speed.

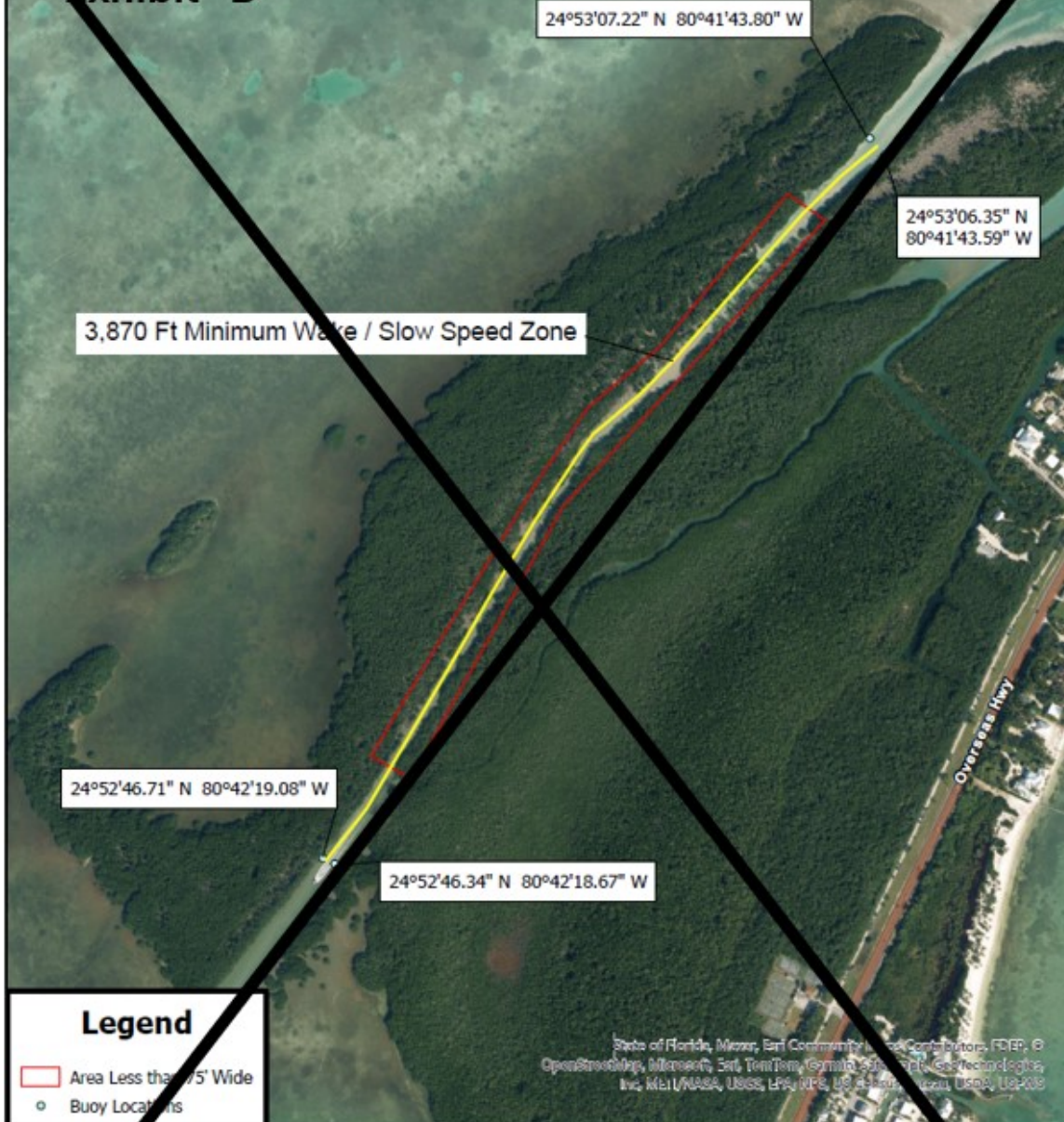
(2) The following described waterways or portions of waterways is hereby established as Slow Speed Minimum Wake zones on a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline:

a. A boating safety zone from approximately mangrove fringe to mangrove fringe, within the Whale Harbor Wheel Ditch, which encompasses the area of a line drawn perpendicular to the waterway, that passes through a westerly point (24°56'43.76" N 80°37'24.82" W) to a line that passes through an eastern point (24°56'44.14" N 80°37'08.16" W) as depicted in the attached Exhibit "A".

* * *

b. A boating safety zone from approximately mangrove fringe to mangrove fringe, within the Starcks Wheel Ditch, ~~which encompasses the area of a line drawn perpendicular to the waterway, that passes through a western point (24°52'46.34" N 80°42'18.67" W) to a line that passes through an eastern point (24°53'07.22" N 80°41'43.80" W)~~ as depicted in the attached Exhibit "B".

Exhibit "B"

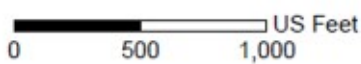


Legend

- Area Less than 75' Wide
- Buoy Locations

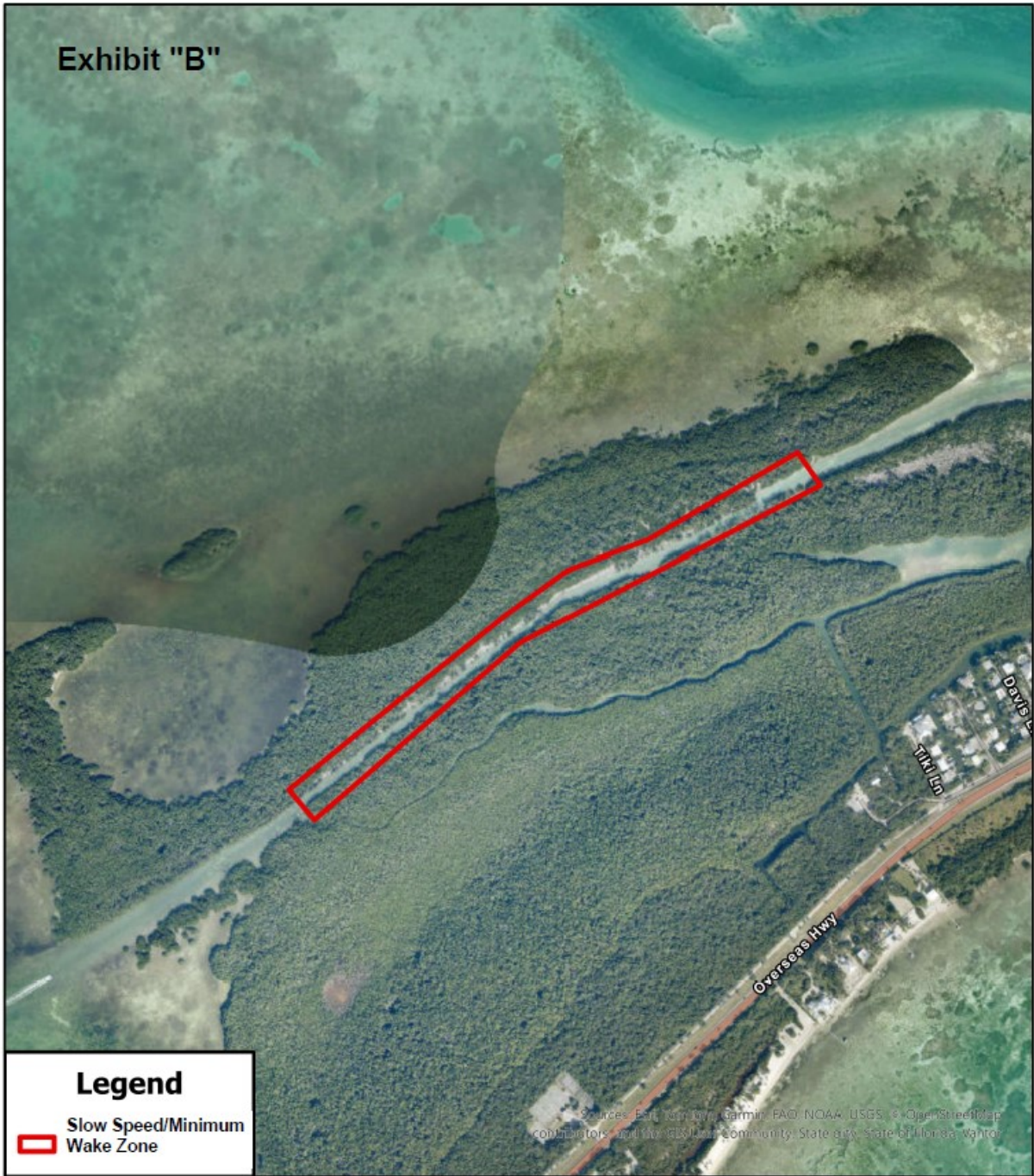
State of Florida, Mosaic, Esri Community License Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, DeLorme, GeoTechnology, Inc, M&I/NASA, USGS, EPA, NPS, US Geological Survey, USDA, USGS

Sources: ESRI, 2021. WSP 2025



Starck's Wheel Ditch Slow Speed/Minimum Wake Zone		
Created 7/7/2025		
WSP US0041689.9896		

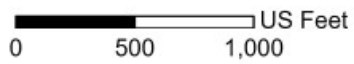
Exhibit "B"



Legend
[Red Outline] Slow Speed/Minimum Wake Zone

Sources: Esri, Garmin, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User community; State of Florida, Water

Sources: ESRI 2021, WSP 2025



Starck's Wheel Ditch Slow Speed/Minimum Wake Zone		
Created 7/7/2025		
WSP US0041689.9896		

(d) *Designated Swim Areas.*

No owner, operator or Person in command of any Vessel shall permit the operation of or operate a Vessel within the area generally located 300 feet north from the area of Port Antigua Beach & White Marlin Beach, as shown on the White Marlin/Port Antigua Map below.

* * *

(e) *Exemptions.* The following acts shall be exempt from the regulations contained in this section:

- (1) A motorized vessel operating under emergency conditions during an emergency; or
- (2) Operation of a motorized vessel within an officially marked channel at the speed specified in the officially marked channel;
- (3) Vessels used solely for sea rescue/emergency or for ensuring compliance with local, state or federal law.

(f) *Penalties.*

- (1) A violation of subsection (b), (c) or (d) of this section may be enforced by issuance of a uniform boating citation by a duly authorized law enforcement officer pursuant to the procedures set forth in F.S. § 327.73 and F.S. § 327.74.
- (2) The civil penalty for a violation of subsection (b), (c) or (d) of this section shall be \$250.00 as provided in F.S. § 327.73, or such other amount as may be authorized by the state legislature should F.S. § 327.73 be amended.
- (3) Nothing contained herein, however, shall prohibit the village from enforcing this section by any other lawful means.

Section 3. Repeal of Conflicting Provisions. The provisions of the Village Code of Ordinances and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada

Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

Remainder of this page intentionally left blank.

The foregoing Ordinance was offered by Councilman Friedman, who moved its adoption on first reading. This motion was seconded by Vice Mayor Mahoney, and upon being put to a vote, the vote was as follows:

Mayor Don Horton	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Steve Friedman	<u>Yes</u>
Councilwoman Deb Gillis	<u>Yes</u>
Councilwoman Anna Richards	<u>Yes</u>

PASSED on first reading this 10th day of February 10, 2026.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____. and upon being put to a vote, the vote was as follows:

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED on the second reading this ____ day of _____, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

JOHN J. QUICK, VILLAGE ATTORNEY



Meeting Date: March 10, 2026

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 66 “WATERWAYS”, ARTICLE I “IN GENERAL”, SECTION 66-2 “OPERATION OF VESSELS IN RESTRICTED AREAS” OF THE VILLAGE CODE TO MODIFY THE STARCKS WHEEL DITCH SLOW SPEED / MINIMUM WAKE ZONE, AS FURTHER DESCRIBED ON EXHIBIT “B”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or

- The proposed ordinance is enacted to implement the following:
 - Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village hereby publishes the following information:

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

The proposed ordinance would create a slow speed/minimum wake zone through portions of Starcks Wheel Ditch.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch is not intended to impact any business in the Village.

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch is not intended to impact any charges/fees on businesses in the Village.

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None, as enforcement will be done through a duly authorized law enforcement officer.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Creating a slow speed/minimum wake zone through portions of Starcks Wheel Ditch is not intended to impact any business in the Village.

4. Additional information the governing body determines may be useful (if any):

N/A.

Note: The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.