CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CITY COUNCIL
REGULAR MEETING & COMMUNITY REDEVELOPMENT AGENCY
AGENDA
WEDNESDAY, FEBRUARY 25, 2026 - 6:00 PM
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

ALL AGENDA ITEMS MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK OR ON THE CITY'S WEBSITE

1. **CALL TO ORDER**

2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE - Led by Vice Mayor McPartlan**

4. **ROLL CALL**

5. **AGENDA MODIFICATIONS**
   Modifications for additions require a unanimous vote of City Council

6. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**
   Presentations of proclamations, certificates and awards, and brief timely announcements by Council and Staff. No public input or actions under this heading.

   Proclamation - Declaring the City of Sebastian a Moonshot Community Accepted by Marie O'Brien, The Learning Alliance

   Brief Announcements:
   - **Friday, February 27th - Chamber of Commerce Concert in the Park at 5:30pm - Johnny & the Blaze**
   - **Saturday, March 7th - Sebastian River Art Club in the Park from 10am - 3pm**

7. **PUBLIC INPUT**
   The heading on Regular Meeting agendas "Public Input" provides and opportunity for individuals to bring NEW INFORMATION OR REQUESTS TO CITY COUNCIL NOT OTHERWISE ON THE PREPARED AGENDA. Individuals are asked to resolve matters with staff prior to meetings. Individuals are asked to provide copies of materials for Council one week prior to the meeting if they intend to refer to specific material. City Council will not debate an issue during Public Input but may by consensus direct a Charter Officer in regard to the item if necessary or place a requested item on a future agenda.

8. **COMMUNITY REDEVELOPMENT AGENCY**
   Recess the City Council Meeting and Convene the Community Redevelopment Agency

A. Consider Approval of November 12, 2025 CRA Minutes
Staff Report
11-12-2025 CRA Draft Minutes

B. Consideration of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00. and forward to City Council
Staff Report
Procurement Justification
Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida

Recess the Community Redevelopment Agency and Re-Convene the City Council Meeting

9. CONSENT AGENDA

All items on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of consent agenda items unless a member of City Council so requests; in which event, the item will be removed and acted upon separately. If a member of the public wishes to provide input on a consent agenda item, he/she should request a Council Member to remove the item for discussion prior to start of the meeting or by raising his/her hand to be recognized.

A. Consider Approval of January 14, 2026 City Council Minutes
Staff Report
01-14-2026 Draft Minutes

B. Consider Approval of January 28, 2026 City Council Minutes
Staff Report
01-28-2026 Draft Minutes

C. Alcohol Beverage Approval - Nocera Family
Staff Report
Nocera Family Application & Receipt

10. COMMITTEE REPORTS & APPOINTMENT

City committee reports and Council Member regional committee reports. No public input or action except City committee member nominations and appointments under this heading.

11. PUBLIC HEARINGS

12. UNIFINISHED BUSINESS

13. NEW BUSINESS

A. Presentation & Consideration of Final Adaptation Plan completed through Florida Resilient Grant Agreement 25PLN23
Staff Report
Final Adaptation Plan

B. Consideration of Waiving Community Development Application Fees for Habitat for Humanity

Staff Report
Waiver Request

C. Consideration of Resolution R-26-08 - Designation of Administrative authority and Administrative Official for Final Plats and Replats
Staff Report
Resolution R-26-08

D. Consideration of Resolution R-26-04 to accept FDOT Public Transportation Grant Agreement (PTGA) – Runway 10-28 Repair and Sealcoat
Staff Report
Resolution R-26-04
457124 - 1 PTGA Runway 10-28 Crack Repair and Sealcoat 2.5% X26

E. Consideration of Resolution R-26-05 to accept FDOT Public Transportation Grant Agreement (PTGA) – Design Access Road and Utilities Infrastructure for NW Area of Sebastian Municipal Airport.
Staff Report
Resolution R-26-05
451561-1 PTGA Design Access Road and Utility Infrastructure for Airport NW Area X26

F. Consideration of a New Lease for Mullens Aviation, for a City Hangar at Sebastian Municipal Airport and Authorize the City Manager to execute the appropriate documentation
Staff Report
Mullens Aviation Lease Hangar G2

G. Consideration of selecting Infrastructure Consulting & Engineering for Design & Engineering Services on the Taxiway Golf Apron project under CSA-17 and Authorize the City Manager to execute the appropriate documentation
Staff Report
CSA-17
Exhibit â€œAâ€ Scope of Work and Fees
FDOT Grant FM454818-1-94-01

H. Consideration of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00 and authorize the City Manager or designee to execute.
Staff Report
Procurement Justification
Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida

I. Consideration of a three (3) year agreement with Ghost Coast Entertainment, LLC for the City's Fireworks Displays and authorization for the City Manager or designee to execute.
Staff Report
Procurement Justification
Ghost Coast Entertainment City of Sebastian Fireworks Agreement
Xtreme FX LLC Three Year Proposal

14. CITY ATTORNEY MATTERS

15. **CITY MANAGER MATTERS**

16. **CITY CLERK MATTERS**

17. **<u>CITY COUNCIL MATTERS</u>**
    Council Member Dodd
    Council Member Nunn
    Vice Mayor McPartlan
    Mayor Jones
    Council Member Matthews

18. **ADJOURN*(All meetings shall adjourn by 9:30 pm unless extended for up to one half hour by a majority vote of City Council).***

    NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER WILL BE MADE OF THE FOREGOING MEETING. ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, BOARD OR AGENCY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. (F.S.286.0105) IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY'S ADA COORDINATOR AT 388-8226 – ADA@CITYOFSEBASTIAN.ORG AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING

Regular City Council Meetings

Public input is *ALLOWED* under the headings:

- Consent Agenda
- Public Hearings
- Unfinished Business
- New Business
- Public Input

Public input is *NOT ALLOWED* under the headings:

- Proclamations, Awards, Brief Announcements (except for individuals giving or accepting proclamations or awards)
- Committee Reports and Appointments (except for committee members giving reports and applicants being interviewed for committee appointments)
- City Council Matters
- Charter Officer Matters
- Council may, by majority vote, call upon an individual to provide input if desired.

Workshops and Special Meetings

Public input is limited to the item on the agenda

Time Limit

Input on agenda items where public input is permitted on agendas is THREE MINUTES; however, City Council may extend or terminate an individual's time by majority vote of Council members present.

Input Directed to Chair

Speakers shall address the City Council IMMEDIATELY PRIOR TO CITY COUNCIL DELIBERATION of the agenda item and ALL INPUT SHALL BE DIRECTED TO THE CHAIR, unless answering a question of a member of City Council or City staff. Individuals shall not address City Council after commencement of City Council deliberation on an agenda item after public input has concluded, providing, however, the Mayor and members of City Council may recall an individual to provide additional information or to answer questions.

Certain Remarks Prohibited

Personal, impertinent, and slanderous remarks, political campaigning, and applauding are not permitted and may result in expulsion from the meeting. The Chair shall make determinations on such remarks, subject to the repeal provisions below.

Appealing Decisions of Chair

Any member of Council may appeal the decision of the Chair to the entire Council. A majority vote of City Council shall overrule any decision of the Chair.

Public Input Heading on Agenda

The heading on Regular Meeting agendas "Public Input" provides an opportunity for individuals to bring NEW INFORMATION OR REQUESTS TO CITY COUNCIL NOT OTHERWISE ON THE PREPARED AGENDA. Individuals are asked to attempt to resolve matters with staff prior to meetings. Individuals are asked to provide copies of material for Council one week prior to the meeting if they intend to refer to specific material. City Council will not debate an issue during Public Input but may by consensus direct a Charter Officer in regard to the item if necessary or place a requested item on a future agenda.

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cathy Testa, Acting City Clerk
SUBJECT	Consider Approval of November 12, 2025 Community Redevelopment Agency Minutes

EXECUTIVE SUMMARY

Draft minutes of the November 12, 2025 Community Redevelopment Agency Minutes are presented for review.

RECOMMENDATION

Request changes if necessary. Consider approval of minutes.

ATTACHMENTS:

1. November 12, 2025 Draft Community Redevelopment Agency Minutes

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

Council Member Nunn thanked the speakers and acknowledged the contributions of community organizations, volunteers, and veterans as highlighted during public input.

Derek Redwine, the lead marine artist from Sea Safe (a coalition of residents, marine industry leaders, and scientific experts) displayed a PowerPoint presentation (see attached) outlining to council and the public regarding their ongoing efforts to improve water quality in the Indian River Lagoon.

Derek began by thanking Mayor Jones and Vice Mayor McPartlan for the opportunity to speak to the council and citizens of Sebastian. He explained that Sea Safe brings together volunteers, residents, and industry stakeholders to support restoration and conservation of the lagoon. The coalition's work is supported scientifically by the University of Florida, including Dr. Todd Osborne, a marine biologist who provides expertise on restoration initiatives.

Derek provided an overview of their accomplishments, including:

- The planting of tens of thousands of mangroves during restoration events.
- Resupplying and reinvigorating traditional clam beds in the lagoon, which act as natural water filters and support seagrass growth.
- Significant restoration progress at the Old Fish House site in Grant, where clam numbers increased from a few hundred thousand to approximately 30 million clams across various nearby areas, including Hog Point.

Derek then highlighted the coalition's goals for the upcoming year, including another large-scale clam restoration event planned around Earth Day in late April 2026, with opportunities to involve local restaurants, public areas, and volunteers. The presentation emphasized collaboration with all lagoon communities, stressing that "a rising tide lifts all boats" and encouraging a cooperative approach among Sebastian and neighboring areas.

Mayor Jones thanked the Sea Safe representatives for their presentation and asked if there were any questions. No additional questions were raised. Mayor Jones and the council expressed their appreciation for the information and acknowledged the coalition's efforts to improve the lagoon's health.

9. PUBLIC INPUT- None

10. Mayor Jones recessed the City Council meeting and opened the Community Redevelopment Agency meeting.

suggested considering a higher allocation, up to $2 million, to avoid delays given the $3.1 million grant and potential need for additional funding. The City Manager explained that the $1.5 million serves as an initial allocation to start work, with the option to return to Council for additional funds if needed, and clarified that the amount represents a "do not exceed" blanket purchase order, with actual expenditures depending on per-property work performed. Discussion further included the forthcoming ordinance mandating connection to the sewer system and required notifications to property owners, with the City Manager noting that ordinance approval and the notification process will comply with applicable state statutes.

MOTION by Mr. Dodd and SECOND by Vice Chairman McPartlan to approve RFP 2025005.

Roll call:	Mr. Nunn	- aye
	Vice Chairman McPartlan	- aye
	Chairman Jones	- aye
	Mr. Dodd	- aye
	Ms. Matthews	- aye

Motion carried. 5-0

Chairman McPartlan recessed the Community Development Agency meeting and reconvened the City Council meeting.

8. CONSENT AGENDA

A. Consider Draft August 12, 2025 City Council Minutes

B. Alcohol Beverage Approval - Hernandez Family

C. Request for AA Alco-Thon Community Center Usage at no charge

MOTION by Vice Mayor McPartlan and SECOND by Council Member Matthews to approve Consent Agenda Items A-D.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

9. COMMITTEE REPORTS & APPOINTMENTS

CITY OF SEBASTIAN

COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00.

EXECUTIVE SUMMARY

On December 2, 2024, the City of Sebastian received a grant from the Florida Inland Navigation District (FIND) for the Stan Mayfield Working Waterfront Phase I Structural Assessment. The grant covers updating the structural assessment, completing the final design, obtaining permit approvals, and completing the bid solicitation package. FIND shall contribute no more that 50% of the project's expenses, not to exceed $100,000.00.

When the City began working with Kimley-Horn, the services were to be covered under the City's 2021 contract for Continuing Engineering Services. However, the contract expired on February 17, 2026, and the new Continuing Engineering and Architectural Services solicitation has not been awarded. To avoid delays in the design and permitting process, and ensure completion by the grant expiration date (September 30, 2026), staff intends to enter into a professional services agreement with Kimley-Horn & Associates, Inc. Per the City's Code of Ordinances, Section 2-10(f)(9), competitive solicitations are waived or not required for professional and personal service contracts. However, if the contracts exceed $15,000, they must be approved by the City Council.

In accordance with the adopted 2023 Community Redevelopment Agency (CRA) Master Plan, the Working Waterfront is identified as a recommended redevelopment strategy to support economic vitality, preserve maritime heritage, and enhance public access to waterfront resources. The Stan Mayfield Working Waterfront improvements are consistent with and directly support this adopted plan objective.

RECOMMENDATION

On behalf of the Community Development Department, the Procurement Division recommends that the CRA approve the Professional Services Agreement with Kimley-Horn & Associates, Inc.

for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00, and
forward to the City Council for approval.

ATTACHMENTS:

1. Procurement Justification
2. Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$118,500.00	$200,000.00	$100,000.00 FIND Grant (50%) $50,000.00 CRA FY25 (25%) $50,000.00 General Fund Reserves FY25 (25%)

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: February 11, 2026

TYPE OF PURCHASE:

- ☐ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☐ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Kimley-Horn & Associates, Inc.

ITEMS OR SERVICES REQUIRED: Professional Design Services

ADDITIONAL INFORMATION
Per the City's Code of Ordinances, Section 2-10(f)(9), competitive solicitations are waived or not required for professional and personal service contracts. However, if the contracts exceed $15,000, they must be approved by the City Council.

Approved: Jessica Graham
Digitally signed by Jessica Graham
DN: cn=Jessica Graham, c=US, o=City of Sebastian, ou=Procurement Division, email=jessgraham@cityofsebastian.org
Date: 2/11/26 5:26:53 PM

Jessica Graham, Procurement/Contracts Manager

CITY OF SEBASTIAN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR 1540 INDIAN RIVER DRIVE, SEBASTIAN, FL WITH KIMLEY-HORN & ASSOCIATES, INC.

THIS AGREEMENT made and entered into the ___ day of _____, 2026 by and between the **City of Sebastian, Florida**, whose address is 1225 Main Street, Sebastian, FL 32958, a municipal corporation of the State of Florida, hereinafter referred to as the "**City**" and **Kimley-Horn and Associates, Inc. (**FEIN: 56-0885615**)**, whose principal and local address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 hereinafter referred to as the "**Consultant**". The City and the Consultant are collectively referred to herein as the "Parties."

***WITNESSETH*:**

WHEREAS, the City desires to retain the CONSULTANT to provide Professional Design Services as defined in Florida Statute 287.055; and

WHEREAS, the City desires to retain the Consultant to provide professional services, as subsequently specifically set out in Exhibit A; and

WHEREAS, the City desires to employ the Consultant to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the Consultant is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the Consultant hereby warrants and represents to the City that it is competent and otherwise able to provide professional services to the City; and

WHEREAS, the City desires to retain the Consultant to provide all labor, materials, equipment, facilities, and services included in, but not limited to, the guidelines in the scope of work; and

WHEREAS, the City desires to use the expertise and knowledge of the Consultant; and

WHEREAS, the Consultant recognizes the importance of strict adherence to all laws, rules, and regulations, particularly regarding safety procedures and processes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS

1.1 The term "Consultant" as used in this agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents, and assignees providing services under this agreement.

1.2 The Consultant acknowledges that the City may retain other service providers to provide the same services for City projects. At its option, the City may request proposals from the Consultant and the service providers for City projects. The City reserves the right to select which service providers shall provide services for the City's projects.

1.3 This agreement is for professional services for 1540 Indian River Drive, Sebastian, FL 32958, as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

1.4 The recitals above are true and correct and form and constitute a material part of this agreement upon which the parties have relied.

1.5 Each party hereto represents to the other that it has undertaken all necessary actions to execute this agreement and has the legal authority to enter into it and undertake all obligations imposed on it. The person(s) executing this agreement for the Consultant certify that they are authorized to bind the Consultant fully to the terms of this agreement.

1.6 Time is of the essence of the lawful performance of the duties and obligations contained in this agreement, including, but not limited to, each purchase order. The parties agree that they shall diligently and expeditiously pursue their respective obligations outlined in this agreement and each purchase order.

1.7 When the term "law" is used herein, it shall include statutes, codes, rules, and regulations of any type or nature enacted or adopted by a governmental entity of competent jurisdiction.

1.8 The Consultant hereby guarantees the City that all work and all material, supplies, services, and equipment listed on a Purchase Order meet the requirements, specifications, and standards provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

1.9 It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of co-partners between the parties or as constituting the Consultant (including, but not limited to its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The Consultant is to be and shall remain independent concerning all services performed under this agreement.

1.10 Persons employed by the Consultant in the provision and performance of the goods and/or services and functions under this agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

1.11 No claim for goods and/or services furnished by the Consultant not specifically provided for herein or in a purchase order shall be honored by the City.

SECTION 2: SCOPE OF SERVICES

2.1 The Consultant shall safely, diligently, and professionally and timely perform with its equipment and assets and provide goods and/or services included in each subsequently entered purchase order. Unless modified in writing by the parties hereto, the Consultant's duties shall not be construed to exceed the provision of the goods and/or services pertaining to this agreement.

2.2 The Consultant shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this agreement and specifically detailed in various purchase orders as may be issued from time to time by the City.

SECTION 3: PURCHASE ORDERS

3.1 The provision of services to be performed under the provisions of this agreement shall be commenced as outlined in the City's solicitation documents upon the execution of this agreement and a purchase order issued on a form provided by the City hereunder commencing the provision of goods and services. Additional services to be performed by the Consultant to the City shall be authorized in a written change order issued by the City on a form provided by the City. Purchase orders executed by the City shall include a detailed description of quantities, services, and a completion schedule. The Consultant shall review purchase orders and notify the City in writing of asserted inadequacies for the City's correction if warranted. In every case, if the Consultant completes work without authorization by a purchase/work order or a change order, the City is not obligated to compensate the Consultant for the unauthorized work.

3.2 The Consultant shall perform all services required by the purchase order, but the Consultant shall not be paid more than the negotiated Fixed Fee amount stated therein.

3.3 The Consultant may invoice the amount due based on the percentage of total services performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services completed.

3.4 The City shall make payments to the Consultant when requested as work

progresses for services furnished, but not more than once monthly. Each purchase order shall be invoiced separately. The Consultant shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the Consultant, purchase order number, contract number, and all other information required by this agreement.

SECTION 4: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

4.1 Execution of this agreement by the Consultant is a representation that the Consultant is familiar with the services to be performed and local conditions. The Consultant shall make no claim for additional time or money based upon its failure to comply with this agreement. The Consultant has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this agreement and to be identified in the purchase orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the City's projects. Execution of a purchase order shall be an affirmative and irrefutable representation by the Consultant to the City that the Consultant is fully familiar with all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS

5.1 The City may revise the scope of services outlined in any particular purchase order.

5.2 Revisions to any purchase order shall be authorized in writing by the City as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this agreement and the appropriate purchase order number. Change orders may contain additional instructions or provisions specific to certain aspects of this agreement pertinent to the services provided. Such supplemental instructions or provisions shall not be construed as modifying this agreement. An agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Consultant’s schedule.

SECTION 6: CONSULTANT RESPONSIBILITIES

6.1 The Consultant shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the Consultant under this agreement as well as the conduct of its staff, personnel, employees, and agents. The Consultant shall provide the City with a list of

employees working days, times, and assignments within two (2) days of the City's request for such information, which the City may request. The Consultant shall provide employee addresses and driver's licenses. All Consultant employees shall at all times wear identification badges which, at a minimum, give the name of the employee and the Consultant. The Consultant shall work closely with the City to provide the goods and/or services. Concerning services, the Consultant shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and coordination of all of the following, which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and all other services of whatever type or nature furnished by the Consultant under this agreement. Without additional compensation, the Consultant shall correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

6.2 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement and the Consultant shall be and remain liable to the City per applicable law for all damages to the City caused by the Consultant's negligent or improper performance or failure to perform any of the goods and/or services furnished under this agreement.

6.3 The rights and remedies of the City, provided for under this agreement, are in addition to any other rights and remedies provided by law.

6.4 Time is of the essence in the performance of all goods and/or services provided by the Consultant under the terms of this agreement and every purchase order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES

7.1 The City shall reasonably cooperate with the Consultant promptly at no cost to the Consultant as outlined in this Section.

7.2 The City shall furnish a City project manager to administer, review, and coordinate the provision of services under purchase orders.

7.3 The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely at the discretion of the City.

7.4 The City shall examine all of the Consultant's services and indicate the City's approval or disapproval within a reasonable time so as not to delay the provisions of services of the Consultant materially.

7.5 The City shall transmit instructions and relevant information and interpret and define City policies and decisions concerning all materials and other matters pertinent to the services covered by this agreement.

7.6 The City shall give written notice to the Consultant whenever the City's designated representative knows of a development that affects the goods and/or services provided and performed under this agreement, the timing of the Consultant's provision of goods and/or services, or a defect or change necessary in the Consultant's goods and/or services.

7.7 The rights and remedies of the City provided under this agreement are in addition to any other rights and remedies provided by law. The City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after the performance of this agreement as well as the adjustment of payments made to the Consultant based upon the quality of work of the Consultant.

7.8 The City shall be entitled to recover all legal costs, including, but not limited to, attorney fees and other legal costs, that it may incur in any legal actions it may pursue to enforce the terms and conditions of this agreement or the responsibilities of the Consultant in carrying out the duties and responsibilities deriving from this agreement.

7.9 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

7.10 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement nor any cause of action arising out of the performance of this agreement and the Consultant shall be and always remain liable to the City per applicable law for all damages to the City or the public caused by the Consultant's negligent or wrongful provision or performance of any of the goods and/or services furnished under this agreement.

7.11 After final payment is made to the Consultant, all deliverable analysis, reference data, survey data, plans, reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the Consultant's performance under this agreement shall become the property of the City.

SECTION 8: COMPENSATION

8.1 Compensation for performance of work per Exhibit A, subject to additions and deletions by change order as provided for in this agreement.

8.2 Compensation to the Consultant shall be as outlined in the purchase order, which assigns services to be accomplished by the Consultant.

8.3 The Consultant shall be paid per the charges outlined in Exhibit "B" attached hereto.

8.4 There are no reimbursable expenses to be paid to the Consultant except as specifically set forth herein.

SECTION 9: INVOICE PROCESS

9.1 Invoices, in an acceptable form to the City and without disputable items, will be processed for payment within thirty (30) days of receipt by the City.

9.2 The City will notify the Consultant of any disputable items in invoices submitted by the Consultant within fifteen (15) days of receipt, explaining the deficiencies.

9.3 The City and the Consultant will try to resolve all disputable items in the Consultant's invoices.

9.4 Each invoice shall reference this agreement, the appropriate purchase order and Change Order if applicable, and the billing period.

9.5 The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the Consultant completed goods and/or services referenced in an invoice.

9.6 Invoices are to be forwarded directly to the Project Manager:

Name: Alix Bernard, Community Development Director
Email: ABernard@cityofsebastian.org
Phone: 772-388-8228

SECTION 10: COMMENCEMENT SCHEDULE OF AGREEMENT

10.1 The Consultant shall commence providing services as described in this agreement upon execution of a purchase order issued by the City.

10.2 The Consultant and the City agree to make every effort to adhere to the schedules required by the City or as established for the various purchase orders as described in each purchase order. However, if the Consultant is delayed at any time in the provision of goods and/or services by any act or omission of the City, or of any employee, tumult of the City, or by any other Consultant employed by the City, or by changes ordered by the City, or by strikes, lockouts, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force*

majeure not resulting from the inactions or actions of the Consultant and beyond the Consultant's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Consultant shall not be entitled to any damages or compensation or be reimbursed for any losses due to any delay or delays resulting from any of the causes as mentioned earlier or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT

11.1 The initial term of this agreement is one (1) year. The Agreement may be renewed by the parties for one (1) additional term of one (1) year if agreed to in writing at least sixty (60) days prior to the end of the initial term.

11.2 The City has the right to extend any contract for the period necessary for the Consultant to complete their contractual obligations and/or release, award, and implement a replacement agreement. Such extension shall be based on the same prices, terms, and conditions this contract outlines.

SECTION 12: DESIGNATED REPRESENTATIVES

12.1 The City designates the City Manager or their designated representative, to represent the City in all matters pertaining to and arising from the work and the performance of this agreement.

12.2 The City Manager, or his/her designated representative, shall have the following responsibilities:

12.2.1 Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the Consultant;

12.2.2 Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this agreement;

12.2.3 Giving prompt written notice to the Consultant whenever the City official representative knows of a defect or change necessary in the project; and

12.2.4 Coordinating and managing the Consultant's preparation of any necessary applications to governmental bodies to arrange for submission of such applications.

12.3 Until further notice from the City Manager, the designated representative for this agreement is concerning this section of the Agreement:

Ms. Alix Bernard, Community Development Director
City of Sebastian
1225 Main Street
Sebastian, FL 32958
Office: 772-388-8228
Email: ABernard@cityofsebastian.org

The Consultant's designated representative is:

Ms. Sara R. Battles, P.E., Project Manager
Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Direct: 772-794-4154
Mobile: 703-843-1721

SECTION 13: TERMINATION FOR CAUSE OR CONVENIENCE.

13.1 Notwithstanding any other provision of this agreement, the City shall have the right at any time to terminate this agreement in its entirety, with or without cause, as outlined herein.

13.2 **WITH CAUSE:** If the Contractor is found to have failed to perform services in a manner satisfactory to the City, the Contractor shall have ten (10) days to correct deficiencies.

13.2.1 Failure of the Contractor to remedy said specified deficiencies within ten (10) days of receipt of such notice shall result in the termination of the agreement, and the City shall be relieved of any responsibilities and liabilities under the terms and provisions of the contract.

13.3 **WITHOUT CAUSE:** The City shall have the right to terminate this agreement without cause with thirty (30) days' written notice to the Contractor. Notice shall be served to the parties as specified in the agreement.

13.4 Upon receipt of notice of termination, the Contractor shall promptly discontinue the provision of all services unless the notice provides otherwise.

13.5 If this agreement is terminated, the City shall identify any specific purchase order(s) being terminated and the specific purchase order(s) to be continued to completion according to the provisions of this agreement.

13.6 This agreement will remain in full force and effect as to all authorized purchase

order(s) to be completed as outlined above.

13.7 **EFFECTIVE IMMEDIATELY:** This Contract will terminate immediately and absolutely if the City of Sebastian determines that adequate funds are de-appropriated such that the City of Sebastian cannot fulfill its obligations under the Contract, which determination is at the City of Sebastian's sole discretion and shall be conclusive. Further, the City of Sebastian may terminate the Contract for any one or more of the following reasons, **effective immediately without advance notice**: (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect; (ii) The City of Sebastian determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

SECTION 14: PAYMENT IN THE EVENT OF TERMINATION

14.1 In the event this agreement or any purchase order is terminated or canceled before completion without cause, payment for the unpaid portion of the satisfactorily, undisputed services provided by the Consultant before the date of termination will be paid.

SECTION 15: EQUAL OPPORTUNITY EMPLOYMENT

15.1 The Consultant shall not discriminate based on race, color, sex, age, national origin, religion, and disability or handicap by the provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination based on handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other federal and state discrimination statutes. The Consultant shall furnish pertinent information regarding its employment policies and practices and those of their proposed sub consultants the City may require. The above shall be required of any sub consultant hired by the Consultant. All equal employment opportunity requirements shall be included in all non-exempt subcontracts entered into by the Consultant. Subcontracts entered into by the Consultant shall also include all other applicable labor provisions. No subcontract shall be awarded to any noncomplying sub-consultant. Additionally, the Consultant shall insert in its subcontracts a clause

requiring subConsultants to include these provisions in any lower-tier subcontracts that may be made. The Consultant shall comply with all state laws and local ordinances.

SECTION 16: INDEMNIFICATION

16.1 The Contractor and any subcontractors shall indemnify, defend and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or its subcontractors and other persons employed or utilized by the Contractor or its subcontractors in the performance of the contract; irrespective of the negligence of the indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton, or intentional misconduct of the City or its officers, directors, agents, or employees. Upon request of the City, the Contractor or its subcontractors shall, at no cost or expense to the City, indemnify and hold the City harmless of any suit asserting a claim for any loss, damage, or liability specified above, and the Contractor or its subcontractors shall pay any cost and reasonable attorneys' fees that may be incurred by the City in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the City waiving its sovereign immunity under Florida Statute §768.28 or any other sovereign or governmental immunity, nor an admission of any liability. This provision shall survive the termination of this agreement.

SECTION 17: INSURANCE

17.1 The Consultant shall obtain or possess and continuously maintain the following insurance coverage from a company or companies with a Best Rating of A- or better, authorized to do business in the State of Florida and a form acceptable to the City and with only such terms and conditions as may be sufficient to the City:

17.1.1 Comprehensive General Liability: The Consultant shall provide minimum combined single limits of $1,000,000.00 for each occurrence / $2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products & completed operations, broad form property damage, personal and advertising injury, and contractual liability coverage.

17.1.2 Comprehensive Automobile Liability: The Consultant shall provide minimum liability limits of $1,000,000.00 for each accident, combined with a single limit for bodily injury and property damage. This shall include coverage for:

17.1.2.1 Owned Automobiles
17.1.2.2 Hired Automobiles

17.1.2.3 Non-Owned Automobiles

17.1.3 Professional Liability Insurance: Professional liability insurance with a minimum limit of $1,000,000.00 aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed $5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.

17.1.4 Worker's Compensation: The Contractor shall provide and maintain Coverage for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. Any policy must include the **Employer's Liability with minimum limits of $1,000,000 for each accident and a waiver of subrogation**.

17.1.5 Umbrella/Excess Liability: The Consultant shall provide umbrella/excess coverage with limits of no less than $1,000,000.00 excess of Comprehensive General Liability, Automobile Liability, and Employers' Liability. ****This coverage is optional if the CONSULTANT carries $2,000,000 Commercial General Liability Insurance with a $2,000,000 general aggregate****

17.1.6 All insurance other than Worker's Compensation to be maintained by the Consultant shall specifically include the City as an additional insured.

17.2 The Consultant shall provide certificates of insurance to the City, evidencing that all such insurance is in effect before the issuance of the first purchase order under this agreement from the City. These certificates of insurance shall become part of this agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Consultant shall relieve the Consultant of the Consultant's full responsibility for performance of any obligation, including the Consultant's indemnification of the City under this agreement. If, during the period which an insurance company is providing the insurance coverage required by this agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Consultant shall, as soon as the Consultant knows any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this agreement. Until the Consultant has replaced the unacceptable insurer with insurance acceptable to the City, the Consultant shall be deemed to be in default of this agreement.

17.3 The insurance coverage shall contain a provision that requires that before any changes in the coverage, except increases in aggregate coverage, thirty (30) days

prior notice will be given to the City by submission of a new certificate of insurance.

17.4 The Consultant shall furnish a certificate of insurance directly to the City's procurement/contracts manager. The certificates shall indicate that the Consultant has obtained insurance of the type, amount, and classification required by this agreement.

17.5 Nothing in this agreement or any action relating to this agreement shall be construed as the City's waiver of sovereign immunity beyond the limits outlined in Section 768.28, *Florida Statutes*.

17.6 The City shall not be obligated or liable under the terms of this agreement to any party other than the Consultant. There are no third-party beneficiaries to this agreement.

17.7 The Consultant is an independent Consultant and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this agreement.

17.8 All insurance shall be primary to, and not contribute to, any insurance or self-insurance maintained by the City.

SECTION 18: STANDARDS OF CONDUCT

18.1 The Consultant shall promptly notify the City in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or any insolvency of the Design-Builder or any of its sub-consultants involved in the provision of the Services under this Agreement.

18.2 The Consultant hereby certifies that no undisclosed (in writing) conflict of interest exists concerning the agreement, including, but not limited to, any conflicts that may be due to the representation of other clients, customers, or vendees, other contractual relationships of the Consultant, or any interest in property that the Consultant may have. The Consultant further certifies that any conflict of interest arising during this agreement's term shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this agreement.

18.3 If the City determines that any employee or representative of the Consultant is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct under any assignment or work performed under this agreement, the City shall notify the Consultant in writing. The Consultant shall immediately remove such employee or representative of the Consultant from such assignment.

18.4 The Consultant shall not publish any documents or release information regarding this agreement to the media without prior approval of the City.

18.5 The Consultant shall certify, upon request by the City, that the Consultant maintains a drug-free workplace policy following Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this agreement.

18.6 If the Consultant or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action will result in termination of this agreement by the City. Under a contract with any public entity, the Consultant, supplier, or subConsultant may not transact business with any public entity above the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for 36 months after being placed on the convicted vendor list.

18.7 Consultant certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any municipal, City, state or federal department or agency; (2) have not, within a three year period preceding execution of this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; (4) have not within a three year period preceding execution of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and (5) will advise the City immediately if their status changes and will explain the change in status.

18.8 The City reserves the right to unilaterally terminate this agreement if the Consultant refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the Consultant in conjunction, in any way, with this agreement.

18.9 The Consultant shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and all related federal or state laws which prohibit discrimination by public and private entities based on disability.

18.10 The City will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The City shall consider the employment by the Consultant of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the Consultant of the employment provisions

contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this agreement by the City.

18.11 The Consultant agrees to comply with federal, state, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the City. The Consultant agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors, or the surrounding environment will ensure compliance with all employment safety, environmental, and health laws.

18.12 The Consultant shall ensure that all goods and/or services are provided to the City after the Consultant has obtained any permits, licenses, permissions, approvals, or similar consents at its sole and exclusive expense.

18.13 If applicable, per Section 216.347, *Florida Statutes*, the Consultant shall not use funds provided by this agreement to lobby the Legislature, the judicial branch, or state agency. Furthermore, Consultant shall not, in connection with the contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any City officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any City officer or employee. "Gratuity" means any payment of more than nominal monetary value in cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, money deposits, services, employment, or contracts.

18.14 The Consultant shall advise the City in writing who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

18.15 The Consultant shall not engage in any action that would create a conflict of interest in the performance of that actions of any City employee or other person during the performance of, or otherwise related to, this agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 19: PUBLIC RECORDS

19.1 The consultant will keep and maintain public records required by the City to perform the service. Upon request from the City's custodian of public records, the Consultant will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Upon completion of the Agreement, the Consultant will transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. The

Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the City. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City. If the Consultant does not comply with the City's request for public records, the City shall enforce the provisions of the Agreement per the terms of the Agreement and may cancel the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JEANETTE WILLIAMS, THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
1225 MIAN STREET
SEBASTIAN, FL 32958
TELEPHONE: 772-388-8215
EMAIL: CityHallPublicRecordsRequest@cityofsebastian.org

SECTION 20: CODES AND DESIGN STANDARDS

20.1 All services to be performed by the Consultant shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, and local regulatory agencies.

20.2 The Consultant shall be responsible for keeping apprised of any changing laws applicable to the goods and/or services to be performed under this agreement.

SECTION 21: ASSIGNABILITY

21.1 The Consultant shall not sublet, assign, or transfer any interest in this agreement or claims for the money due or to become due out of this agreement to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

21.2 The Consultant agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 22: SUBCONSULTANTS

22.1 The Consultant's proposed subconsultants shall be submitted to the City for written approval before the Consultant enters a subcontract. Sub consultant information shall include, but not be limited to, state registrations, business address, occupational license tax proof of payment, and insurance certifications.

22.2 The Consultant shall coordinate the provision of goods and/or services and work product of any City approved subconsultants and remain fully responsible for such goods and/or services and work under the terms of this agreement.

22.3 Any subcontract shall be in writing and shall incorporate this agreement and require the sub consultant to assume the performance of the Consultant's duties commensurately with the Consultant's responsibilities to the City under this agreement; it is understood that nothing herein shall in any way relieve the Consultant from any of its duties under this agreement. The Consultant shall provide the City with executed copies of all subcontracts.

22.4 The Consultant shall reasonably cooperate with the City and other City Consultants and professionals.

SECTION 23: CONTROLLING LAWS/VENUE/INTERPRETATION/WAIVER OF JURY TRIAL

22.5 The laws of the State of Florida shall govern the agreement. In the event of litigation arising under this agreement, the venue of such action shall be an appropriate State or Federal Court in and for Indian River County, Florida. The parties agree that in the event of litigation arising from this agreement, each shall waive any right to trial by jury.

22.6 This agreement is the result of *bona fide* arms-length negotiations between the City and the Contractor, and all parties have contributed substantially and materially to the preparation of the agreement. Accordingly, this agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 24: FORCE MAJEURE

23.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the

fault or negligence of the party seeking relief under this Section.

SECTION 25: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

24.1 This agreement and the exhibit(s) constitute the entire integrated agreement between the City and the Consultant and supersedes all prior written or oral understandings in connection therewith. This agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof and supersedes and controls over any prior agreements, understandings, representations, correspondence, and statements whether written or oral.

24.2 This agreement may only be amended, supplemented, or modified by a formal written amendment.

24.3 Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 26: NOTICES

25.1 Whenever either party desires to give notice unto the other, it must be given by written notice, sent by email and/or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

25.2 For the present, the parties designate the following as the representative places for giving of notice, to wit:

TO THE CITY:

City Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Procurement Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958
O: 772-388-8231
E: procurement@cityofsebastian.org

TO THE CONSULTANT:

Ms. Sara R. Battles, P.E., Project Manager
Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Direct: 772-794-4154
Mobile: 703-843-1721

25.3 Written notice requirements of this agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Consultant agrees not to claim any waiver by the City of such notice requirements based upon the City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Consultant to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the agreement.

SECTION 27: WAIVER

26.1 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 28: NO GENERAL CITY OBLIGATION

27.1 In no event shall any obligation of the City under this agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City, or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

27.2 The Consultant shall not have the right to compel the exercise of the ad valorem taxing power of the City.

SECTION 29: EXHIBITS

28.1 Each exhibit referred to and attached to this agreement is an essential part of this agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this agreement.

SECTION 30: SEVERABILITY/CONSTRUCTION

29.1 If any term, provision, or condition contained in this agreement shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

29.2 All provisions of this agreement shall be read and applied in para materia with all other provisions hereof.

SECTION 31: SURVIVAL

30.1 All express representations, waivers, indemnifications, and limitations of liability included in this agreement shall survive completion or termination of the agreement for any reason.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature and the Consultant signing by and through its duly authorized corporate officer having the complete authority to execute the same.

ATTEST:

KIMLEY-HORN & ASSOCIATES, INC.

By:

_____
Sara Battles, P.E., Project Manager

_____
Chris Hollen, P.E., Vice President

Date: _____

ATTEST:

CITY OF SEBASTIAN, FL

By:

_____
Catherine E. Testa
Acting City Clerk

_____
Brian Benton, City Manager

Date: _____

For the use and reliance of the City of Sebastian only. Approved as to form and legal sufficiency.

_____
James D. Stokes
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES AND PRICE PROPOSAL

Kimley»Horn

February 9, 2026

Richard Blakenship
Parks and Recreation Department
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Re: Letter Agreement for Professional Services for Hurricane Harbor
1540 Indian River Drive, Sebastian, FL 32958

Dear Richard:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to City of Sebastian ("Client") for providing Professional Engineering Services for Hurricane Harbor ("Project").

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client desires to redevelop the two properties at 1540 Indian River Drive, Sebastian, FL 32958. The redevelopment consists of demolishing the existing approximately 7,880 SF retail/office building with miscellaneous structures and the development of a new approximately total 12,000 SF two-story community center with site infrastructure improvements. The parcels in question are PID: 309310000002000004.0 (0.35 acres) and 313906000010010000001.0 (0.29 acres) with a combined property size of 0.64 acres. The parcels are within the City of Sebastian limits and located along the Indian River Lagoon. The two parcels are in Commercial Waterfront Residential District (CWR) Zoning District with cultural and civic facilities being permitted uses. The project area is bound to the north by a restaurant (CWR District) to the west by Indian River Drive, to the south by a marina/ramp with parking lot (CWR District), and to the east by Indian River Lagoon.

PROJECT ASSUMPTIONS

- It is assumed the property will not require rezoning, plat, variance applications, or conditional/special use approvals.
- It is assumed the project will require permitting through the City of Sebastian for site plan approval and building permit issuance.
- It is assumed a current boundary/ALTA/topographic survey will be required for design and permitting. Kimley-Horn will retain a Florida Licensed Surveyor to provide the survey.
- It is assumed a current geotechnical report is required for design and permitting. Kimley-Horn will retain a Florida Licensed Geotechnical Engineer to provide geotechnical assistance. KH will not be liable for errors or omissions in our work that were contributed to by errors or omissions in the survey, geotechnical, and environmental reports
- It is assumed based on GIS Data from Indian River County Utilities that there is an existing public force main and water main along Indian River Drive and are of sufficient capacity. There is an existing private force main and lift station at the property connected to the public

system. It is anticipated that the lift station is to be serviced and maintained prior to new development and is to remain for future use. It is assumed that existing water service at the property is sized properly for the proposed development.

- It is assumed there is no existing drainage infrastructure onsite, and a drainage study/report will be required to determine any required improvements within the property.
- It is our understanding that the site lies partially within FEMA Flood Zone X and Flood Zone AE (EL 5) and Flood Zone VE (EL 7) with being adjacent to coastal waterway features. Upon deliverable of the survey, evaluation of the existing topography of the site will be required to determine potential floodplain impacts.
- Kimley-Horn will retain a Florida Licensed Architect and MEP for building services of the proposed development. Kimley-Horn will handle coordination with the Architect and MEP throughout the project life cycle in terms of Client coordination, project updates, permitting submittals, design, and construction bid services.
- It is our understanding that landscape architecture services and irrigation will be provided or retained by Kimley-Horn.
- It is assumed that signage design is not part of this scope.
- It is assumed wetland delineation is not part of this scope.
- It is assumed the existing drive access located on the norther portion of the property will remain as the future connection point into the site.



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

SITE DUE DILIGENCE PHASE:

Task 1 – ALTA/Topographic/SUE/Tree Survey

Kimley-Horn will retain a Florida Licensed Surveyor to prepare a ALTA/NSPS Land Title, Topographic, and Boundary Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes, and with 2021 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", as adopted by the American Land Title Association and National Society of Professional Surveyors. These are limited to consist of items 1,2,3,4,5,6a,6b,7a,7b1,7c,8,11a,11b,13,16,17, and 18 in Table A. All horizontal survey data will be provided in State Plane Coordinate System NAD 83/90 and vertical data will be in NAVD 88.

The survey will show the location of easements provided by the Client via their Title Company in a current Title Commitment Report for the site and encroachments or protrusions of visible improvements. The survey will graphically plot Special Flood Hazard areas as taken from the Flood Insurance Rate Map (FIRM) published by Federal Emergency Management Agency (FEMA). The survey will use the Surveyor's Certification language provided in the ALTA standards. The survey will consist of; elevations around the immediate perimeter of the site, existing building elevation, mean high water table with boundary, contour lines representing the surface of the existing ground at 1 foot intervals based on a survey grid system and tied to existing control points, tree locates and species identification with DBH, SUE Quality Level B underground utility horizontal locates, and up to two benchmarks established with the survey. Survey limits will extend 25 feet beyond property lines and to the centerlines of adjacent streets as depicted on the provided survey.

Deliverables:

- Survey provided in PDF and CAD format.

Task 2 – Geotechnical Assistance

Kimley-Horn will retain a Florida Licensed geotechnical engineer to provide geotechnical assistance and field exploration of the subject property for the intent of redevelopment. The scope below will be part of this task:

Field Investigation — Testing will be performed in general accordance with applicable ASTM and/or industry standards and will consist of the following requested soil borings and field test:

- Perform four (4) Standard Penetration Test (SPT) borings to an approximate depth of 30 feet below existing grade at accessible locations in the general vicinity of the proposed building.

Pavement and Stormwater Areas

- Perform one (1) SPT boring to a depth of approximately 20 feet below grade.

- Perform one (I) "Usual Open Hole" constant head permeability test to a depth of 5 feet below grade in the general vicinity of the requested location within the proposed paved parking areas.

Laboratory Services

- Perform limited laboratory testing in general accordance with ASTM, FM, and/or AASHTO Standards to confirm visual classifications. Testing may include, but is not limited to, single and/or full sieves, moisture content, organic content, corrosion series,

A geotechnical report will be provided covering the investigation including:

- Boring logs illustrating the visually and laboratory tested classification in general accordance with the Unified Soil Classification System, thickness of each encountered strata, estimated relative density, and observed groundwater depth.
- Provide recommendations for site preparation and earthwork considerations.
- Provide seasonal high groundwater table estimates at our boring locations.

Building and Pavement Recommendations

- Provide foundation recommendations to assist in the design of the proposed structure. Recommendations may include, but it is not limited to, subgrade preparation, footing dimensions, bearing capacity, and settlement analysis.
- Provide recommendations for flexible and rigid pavement as well as minimum pavement sections.

Stormwater Improvement Areas

- Provide laboratory and/or field permeability test results.
- Provide the estimated depth of the confining layer(s), if encountered.
- Provide estimated seasonal high groundwater levels at our boring locations.
- Provide estimated Hydrologic Soil Groups. o Provide estimated fillable porosity.

Scope Limitations:

Underground Utilities will be provided in a separate scope. Access to the boring locations should be provided by the client — at a minimum the geotechnical explorations requires stable paths cleared through undeveloped sites that are free of debris and vegetation and sufficient for our drill rig to traverse and for our work to be performed safely.

We will make reasonable efforts to minimize ground disturbance to the property as a result of our field exploration. However, in the normal course of our work activities some disturbances will occur. This scope does not include restoring the site beyond backfilling our boreholes with soil cuttings. Services do not include re-vegetation and/or landscaping restoration or repairing rutting caused by our drilling equipment.

The scope of work outlined in the tasks above does not include any permitting services that may be required to perform our testing.

Deliverables:

- Geotechnical Report in PDF Format.

Task 3 – Architectural Conceptual Plans and Elevations

Kimley-Horn will solicit an Architect to prepare a conceptual site plan, colored elevations, and up to two (2) conceptual floor plan options. The plans will be prepared conceptually in nature to solicit feedback from the public at public workshop meetings. These deliverables will be provided to the Client for review prior to public workshop meetings noted in **Task 4**.

This task will consist of incorporating feedback from the Client up to two (2) times and incorporating public feedback from the two (2) public workshop meetings. Due to the nature of the timeline for the grant funding, these public workshops will be conducted within the same week and comments generated from each workshop will be compiled and addressed together.

Deliverables:

- Conceptual Architectural Site Plan
- Conceptual Floor Plan (up to two options)
- Colored Elevations

Task 4 – Public Design Workshop Meetings

Kimley-Horn will lead the public design workshop meetings preparing with the architect on the presentation and materials. This will include presentations of deliverables prepared in **Task 3**. Services include:

- Participation in workshop discussions regarding project design, planning, and regulatory requirements.
- Providing technical input, clarifications, and recommendations during meetings.
- Documenting meeting outcomes and preparing a concise summary memo for each workshop, highlighting decisions, key discussion points, and action items.
- Coordinating with the Client to ensure project objectives and city requirements are addressed.

It is understood that there will be two (2) public design workshop meetings that Kimley-Horn will attend and that the city will send out required noticing to the public.

Deliverables:

- Attendance at up to two (2) workshops.
- Meeting summary memoranda with action items.
- Revisions to Architectural Concept Plans and Elevations

DESIGN AND PERMITTING PHASE:

Task 5 – Preparation of Preliminary Civil Plans

As part of this task, Kimley-Horn shall refine the architectural conceptual plan prepared in **Task 4** based on one round of Client and/or architect feedback. Once the concept plan updates have been incorporated and approved by the Client, Kimley-Horn will prepare preliminary civil plans required by the city for the submittal of the Major Site Plan application. Kimley-Horn shall progress the plans to an approximate 60% level for the first City Major Site Plan application (permitting effort under separate scope).
These are anticipated as:

- Cover Sheet
- Preliminary Demo and Erosion Control Plans
- Preliminary Site Plan
- Preliminary Paving, Grading and Drainage Plan
- Preliminary Utility Plan
- Detail Sheets

As part of this task, Kimley-Horn will revise the preliminary civil plans up to two (2) times based on city comments from **Task 8**.

This task consists of project coordination with Client and Kimley-Horn for duration of project up to fifteen (15) hours in the form of emails, calls, and meetings.

This task consists of coordination with utility providers that will service the site in the form of water, sewer, electricity, and telephone. This effort will consist of up to ten (10) hours. This does not include permitting or application submittals. If required, permitting and applications can be considered an additional service.

Deliverables:

- 60% set of Plans provided in PDF format.

Task 6 – Preparation of Preliminary Landscape Plans

Based on the approved site plan and when authorized by the Client, Kimley-Horn will prepare the below 60% Schematic Design Documents. This task consists of up to one (1) round of revisions based on Client Review in a meeting.

A. Tree Inventory: Consultant will develop a refined tree inventory plan which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location for each individual tree currently located within the project boundary.

B. Preliminary Tree Disposition Plan: Consultant will develop a refined tree disposition/mitigation plan/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical

location (current and after relocation) for each individual tree being applied for disposition/removal/relocation.

C. Preliminary Planting Plans: Kimley-Horn will refine the conceptual planting plans showing trees, shrubs, ground cover and vines. Refined planting plans will fix the separation line between turf and planter areas and will identify plant species for each bed. Specific quantities will be provided during the Contract Documents phase.

D. Preliminary Plant Schedule of Materials: Kimley-Horn will prepare the schedule of plant materials to be used on the project. Size specifications, typical spacing and comments will be provided. Kimley-Horn will include preparation of a planting schedule, which will be advanced in the Contract Documents phase for full planting size and specific criteria.

E. Meetings and Deliverables: Kimley-Horn proposes to attend regular progress meetings during this task with the Client and Team. This task includes two (2) formal submittals. Each submittal will begin upon receipt of a written approval of notice to proceed. Each submittal will include:

- One (1) Tree Inventory Plan.
- One (1) Preliminary Tree Disposition Plan.
- One (1) Preliminary Planting Plan and Schedule of Materials
- Enlargements, Sections, and Details.
- Drawings will be provided as PDF drawing files.

Deliverables:

- 60% set of Plans provided in PDF format.

Task 7 – Architectural and MEP Design Services

Kimley-Horn will retain a Florida Licensed Architect and MEP to perform Architectural and MEP design for the subject property. This scope is as follows:

- Field verify and become familiar with existing as-built conditions, review past improvement plans and design criteria.
- Attend up to two (2) design workshop meetings.
- Develop construction/ permit documents which would include:
  - Show demolition and new construction required for planned improvements.
  - Provide compliance with ADA and FBC 2020 8th Edition in areas of improvement.
  - Costs for mechanical, electrical, plumbing, and structural consultants are included.
- The Architect will assist in addressing building department review comments per **Task 12**.
- Meetings with the Client throughout lifecycle of project up to ten (10) occurrences.

Deliverables:

- Signed and sealed construction documents per building department requirements.
- Electronic copy of specifications

Task 8 – Major Site Plan Assistance

Kimley-Horn will prepare the application and supporting documents for the submittal to the City of Sebastian for the Major Site Plan application for the proposed improvements. This task will consist of the effort of up to three (3) meetings with staff (including one pre-application meeting) to go over the nature of the project and the proposed improvements. This task consists of response to up to two (2) rounds of comments from City staff on the application.

This task includes effort for public attendance at up to one (1) Planning and Zoning Commission Meeting.

Task 9 – Preparation of Final Civil Plans

As part of this task, Kimley-Horn shall refine the preliminary civil plans prepared in **Task 5** based on one round of Client and/or architect feedback. Consultant will prepare a Site Construction Plan package for the project in accordance with Agency regulations as part of **Task 12**. The scope will be limited to the parcel area shown in the project understanding and no offsite improvements are included. This task shall be used to progress the plans from 60% to 100%. These plans shall consist of the following:

- Cover sheet
- General construction notes
- Demolition and Erosion Control plan
- Horizontal control, signage, and marking
- Paving and grading design and details consisting of spot elevations, accessible grading, curb types, sidewalks, and pavement structural sections as provided by the Client's geotechnical engineer. Tie-ins to existing driveway and perimeter grades will be provided. Retaining walls and sub surface building levels are not anticipated.
- Stormwater management system consisting of roof drain connections, yard drainage, catch basins, and storm pipe as needed. No onsite ponds or underground systems are expected.
- Drainage profiles are anticipated to be required for the proposed onsite stormwater pipes (excluding roof leaders and yard drain piping) and will be provided for the 100% plans.
- Utility plan and details consisting of domestic water and fire main and services, onsite sanitary sewer main and services, electric, gas, and phone service extensions; utility conflict and crossing details; pipe sizes, material types and inverts as applicable. No offsite utility extensions are included in this task with the exception of the utilities under proposed Road C. Electrical and fiber/telephone routes will be shown for reference, but final design and layout will be confirmed by the Client or Contractor with the utility provider.
- Private Lift Station Plan and details
- Delivery, refuse, and fire truck access and routing

Kimley-Horn will make up to one set of reasonable revisions to the plan set based on Client or Agency comments. Additional revisions or revisions due to Client and other agency comments or modifications to the plans after design has substantially progressed will be considered additional services.

Task 10 – Preparation of Final Landscape and Irrigation Plans

When authorized by the Client, Kimley-Horn will prepare from the Schematic Design Documents approved by the client; Final Contract Documents and specifications, as notes on plans, setting forth in detail the requirements or the construction of landscape, pedestrian hardscape, and irrigation.

A. Tree Inventory: Consultant will develop a final tree inventory plan which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location for each individual tree currently located within the project boundary. The tree information will be obtained from the survey in **Task 1**.

B. Final Tree Disposition Plan: Consultant will develop a final tree disposition/mitigation/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location (current and after relocation) for each individual tree being applied for disposition/removal/relocation.

C. Final Planting Plans: Kimley-Horn will develop final planting plans to include proposed trees, palms, and understory plantings. Planting plans will include a detailed layout of the proposed plantings with a plant list identifying species, quantities, and sizes for all trees, shrubs, ground covers, and ornamental grasses. Planting plans will fix the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each bed.

D. Final Plant Schedule of Materials: Kimley-Horn will develop a final schedule of proposed plant materials to be used in the project. Size requirements, typical spacing, and comments will be provided. These materials will be selected based on their visual value, maintenance demands, and horticultural compatibility with the South Florida hardiness zone.

E. Final Plant Schedule of Materials Opinion of Probable Costs (OPC): Kimley-Horn will prepare an opinion of probable costs based on the final plant schedule. The OPC will be provided to the Client upon completion of the final planting plan. One revision will be made to the OPC per Client comments.

F. Final Planting Details: Kimley-Horn will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, a plant spacing diagram, and tree guying.

G. Irrigation Plan and Details: Kimley-Horn will develop an irrigation plan to include areas outlined in the Project Understanding during the 90% Construction Documents submittal. Kimley-Horn will provide the following irrigation design services:

- Calculation of irrigation system requirements based on County requirements.
- Irrigation mainlines and sub-mainline sizing with recommended routing.
- Master central control evaluation and recommendation, including analysis of system operation.
- Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers shall be provided by the Contractor), as necessary.
- Irrigation plans will include detailed zones and head layout only.
- Material legend of components.
- Ancillary notes, calculations, and labels that are required to develop an irrigation system.

H. Meetings and Deliverables: Kimley-Horn proposes to attend regular progress meetings during this task with the Client and Team. Our proposal includes two (2) formal submittals during the Contract Documents (CD) phase at following stages of percent complete; 90 percent and Final percent complete. Final Contract Documents will be a construction set of plans including regulatory agency comments received. Each phase will begin upon receipt of a written approval

of notice to proceed. Each submittal will include:

- One (1) Final Tree Inventory Plan.
- One (1) Final Tree Disposition Plan.
- One (1) Final Planting Plan and Schedule of Materials.
- One (1) Final Plant Schedule of Materials Opinion of Probable Cost.
- One (1) Planting Plan Details and Specifications.
- One (1) Irrigation Plan.
- One (1) Irrigation Plan Details and Specifications.
- Drawings for landscape and irrigation, as described in the scope of services.
- Drawings will be provided as PDF drawing files.

Kimley-Horn will revise these documents based upon two (2) rounds of comments received from the City during review in **Task 8**. Additional revisions such as Client-directed changes of the scope of the project or extensive revisions will be provided as additional services, subject to the Client's written consent.

Task 11 – Drainage Memorandum

Kimley-Horn will prepare onsite drainage calculations based on the pre vs post land use conditions. This task does not anticipate a new ERP permit with SJRWMD as the proposed redevelopment will not trigger the set thresholds, however, this will require City of Sebastian engineering review as part of the major site plan review. The calculations will be summarized in a drainage memorandum to be submitted to the City.

This task will consist of Floodplain Exhibits and compensation calculations given the property is located within FEMA Flood Zones AE and VE.

This task consists of up to one (1) round of revisions based on reasonable comments from the city.

Task 12 – Permitting Assistance

This task consists of the effort to prepare the applications and supporting documentation for the permits anticipated below. Consultant will prepare the permit application packages for submittal to the following agencies:

A. City of Sebastian Fire Hydrant Test Application

B. City of Sebastian Floodplain Permit – up to one round of responses to reasonable requests for additional information is included.

C. Florida Department of Environmental Protection (FDEP) Water and Wastewater Self-Exemptions – up to one round of responses to reasonable requests for additional information is included.

D. City of Sebastian Tree Removal Permit - up to one round of responses to reasonable requests for additional information is included.

E. Indian River County Utility Connection Permit - up to one round of responses to reasonable

requests for additional information is included.

F. City of Sebastian Building Permit - up to two rounds of responses to reasonable requests for additional information is included.

G. City of Sebastian Signage Permit - up to one round of responses to reasonable requests for additional information is included.

The budget estimated for this task is based on the anticipated number of rounds of comments; however, the Consultant cannot control the quantity or scope of comments received. If the budget is reached due to major or unexpected agency comments consultant shall halt services until additional authorization is provided by the Client. All permitting fees are to be paid by the Client.

LIMITED CONSTRUCTION PHASE SERVICES:

Task 13 – Construction Bid Phase Services

Consultant will provide the construction phase services specifically stated below:

Bid Document Preparation and Contractor Notification. Consultant will issue a bid package and conduct a pre-bid meeting with potential bidders. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.

Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference before the start of construction with the City of Sebastian and Indian River County.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Site lighting design
- 3D rendering
- Signage Design
- Colored Site Plans
- Hardscape Design
- Landscape Enlargements or cross sections
- Offsite Utility Design
- Offsite Roadway Design
- Site Electrical
- Construction Phase Services
- Services not included in the above scope

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in **Tasks 1 – 12** for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task	SITE DUE DILIGENCE PHASE	FEE	TYPE
1	ALTA/Topographic/SUE/Tree Survey	$12,000	Lump Sum
2	Geotechnical Assistance	$ 6,000	Lump Sum
3	Architectural Concept Plans and Elevations	$5,000	Lump Sum
4	Public Design Workshop Meetings	$4,500	Lump Sum
TOTAL		**$27,000 LS**	
Task	**DESIGN AND PERMITTING PHASE**	**FEE**	**TYPE**
5	Preparation of Preliminary Civil Plans	$9,500	Lump Sum
6	Preliminary Landscape Plans	$6,500	Lump Sum
7	Architectural and MEP Design Services	$55,000	Lump Sum
8	Major Site Plan Assistance	$7,500	Lump Sum
9	Preparation of Final Civil Plans	$11,000	Lump Sum
10	Preparation of Final Landscape Plans	$8,500	Lump Sum
11	Drainage Memorandum	$ 5,500	Lump Sum
12	Permitting Assistance	$15,000	Lump Sum
TOTAL		**$91,500 LS**	
Task	**LIMITED CONSTRUCTION PHASE SERVICES**	**FEE**	**TYPE**
13	Construction Bid Phase Services		Hourly
TOTAL		**$118,500 LS**	

EXHIBIT “B”

REQUIRED CERTIFICATIONS

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Company Name

Authorized Signature

Printed Name & Title **Date**

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
    a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
    e. Will not knowingly enter into any subcontract with a person who is, or an organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any federal agency; and
    f. f) Will require that the language of this certification to be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Authorized Signature	**Address**
Printed Name & Title	**City, State, Zip Code**
Company	**Date**

CONTRACTOR'S SAM.GOV PROFILE

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

_____

Authorized Signature

_____

Printed Name & Title

_____

Date

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000.00)

The undersigned certifies, to the best of his or her knowledge, 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 subawards at all tiers (including subcontracts, subgrants, 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.C. 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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Authorized Signature

_____
Printed Name & Title

_____
Date

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response or otherwise entering into a contract with the City. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the City.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
(**Bidder's/Proposer's Legal Company Name)** of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Sebastian (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby swears or affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.
2. I am an officer or representative of _____, a Nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
5. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and is made for the benefit of, and reliance by, Governmental Entity.
6. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTIHUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

_____
Company Name

_____
Authorized Signature

_____ _____
Printed Name & Title **Date**

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cathy Testa, Acting City Clerk
SUBJECT	Consider Approval of January 14, 2026 City Council Minutes

EXECUTIVE SUMMARY

Draft minutes of the January 14, 2026 City Council Minutes are presented for review.

RECOMMENDATION

Request changes if necessary. Consider approval of minutes.

ATTACHMENTS:

1. January 14, 2026 Draft City Council Minutes

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

SEBASTIAN CITY COUNCIL
REGULAR MEETING
MINUTES
WEDNESDAY, JANUARY 14, 2026 – 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

1. Mayor Jones called the Regular Meeting to order at 6:00 p.m.

2. A moment of silence was held.

3. The Pledge of Allegiance was led by Council Member Dodd.

4. ROLL CALL
Mayor Fred Jones
Vice Mayor Bob McPartlan
Council Member Ed Dodd
Council Member Chris Nunn
Council Member Sherrie Matthews

Staff Present
City Manager Brian Benton
Interim City Attorney James Stokes
Acting City Clerk Cathy Testa
Chief Financial Officer Brian Stewart
Community Development Director Alix Bernard
City Engineer/Special Projects Manager Karen Miller
Parks and Recreation Director Richard Blankenship
Public Works Director Lee Plourde
Human Resources Director Cindy Watson
Police Chief Daniel Acosta
Lieutenant Roy Cole

5. AGENDA MODIFICATIONS-None

6. PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS
Brief Announcements:
January 17th & 18th - Sebastian Riverfront Fine Art & Music Festival - Saturday 10- 5pm, Sunday 10 - 4pm.
January 19th - Martin Luther King Day - City Hall will be closed.
January 23rd - Chamber of Commerce Concert in the Park - Conspiracy Theory.

January 24th - Sebastian Art Club in Riverview Park from 8-4pm
January 24th - Treasure Coast Food Bank will distribute food in the City Hall Parking lot from 8-10am

Council Member Nunn announced the upcoming events.

7. PUBLIC INPUT

The Mayor opened public input for items not on the agenda and, with Council consensus, granted additional speaking time if needed.

Julie Garrett, Public Affairs Specialist with the U.S. Small Business Administration, addressed the council regarding a disaster declaration related to the October 26 storm events. She explained eligibility for SBA disaster loans, application methods, loan terms, and mitigation funding opportunities.

Damian Gilliams addressed the council to commend the Police Chief and Lieutenant Robert Vafiades for leadership regarding mental health crisis response. He spoke about the importance of mental health awareness during evictions and requested transparency.

Bill Flynn addressed the council regarding concerns with AT&T subcontractors installing fiber optic cable, including damage to existing services, restoration issues, and communication barriers at job sites.

There being no further speakers, public input was closed.

8. CONSENT AGENDA

A. Consideration of the Draft December 3, 2025 City Council Minutes

B. Consider Approval of the 2026 Municipal Elections Agreement for the November 3, 2026 Election.

C. Consideration of Alcoholic Beverage Approval for the Espinoza Family

D. Consideration of Alcoholic Beverage Approval for the Jackson Family

MOTION by Council Member Nunn and SECOND by Vice Mayor McPartlan to approve Consent Agenda Items A, B, C, and D.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye

	Council Member Matthews	- aye

Motion carried. 5-0

9. COMMITTEE REPORTS & APPOINTMENTS

D. Consider Parks & Recreation Board Appointment

The Acting City Clerk reported the resignation of a regular committee member. Alternates Grace Shelton and Dale Moore were discussed, along with a new applicant, Kayla McLellan.

Council Member Nunn moved to appoint Grace Shelton from alternate to regular member, appoint Kayla McLellan as alternate with a term expiring May 31, 2027, waive re-advertisement, and extend Dale Moore's alternate term to expire May 31, 2028.

MOTION by Council Member Nunn and SECOND by Mayor Jones for the Parks and Recreation appointments.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

10. PUBLIC HEARINGS-None

11. UNFINISHED BUSINESS-None

12. NEW BUSINESS

A. Consideration and Direction of Proposed Riverview Park Master Plan Renovation Concepts

The City Manager and Parks and Recreation Director presented the proposed renovation concepts for Riverview Park, highlighting two options:

- Concept B: Closes Harrison Street permanently (with removable bollards for emergencies), relocates the splash pad to the north side, and consolidates playground and splash pad areas for a cohesive park experience. Additional amenities include picnic pavilions, sand volleyball courts moved to Twin Piers, a performance area, enhanced parking, and improved pedestrian flow.
- Concept C: Maintains Harrison Street open, introduces an extended speed table for traffic calming, consolidates playground and splash pad areas, and includes the same additional park improvements as Concept B. Harrison Street would still be closed temporarily during large events.

The Parks and Recreation Director emphasized that having a selected concept is necessary to advance design, permitting, and grant opportunities, particularly for the

FIND grant (design and permitting) and the Land and Water Conservation grant (Phase II development).

During public comment, residents, business owners, and advisory board members provided input on the proposed Riverview Park renovation concepts:

Sharon Herman expressed concern regarding the distance between the proposed handicap parking and the main event areas of the park. She emphasized that many disabled residents and veterans rely on close parking access and noted that mobility limitations are not always visible. She requested that handicap parking locations and walking distances be reconsidered in both concepts, particularly during special events.

Damian Gilliams, local business owner and Sebastian resident, spoke in support of Concept C, citing concerns about the permanent closure of Harrison Street and its impact on business access, property values, and traffic circulation. He emphasized public safety, emergency vehicle access, and the importance of maintaining roadway connectivity, noting past emergencies where Harrison Street was used for traffic diversion.

Roshan Desai, business owner of Our Ar-Pat's Dry Cleaners, supported Concept C, stating that keeping Harrison Street open is important for customer access, particularly for patrons traveling from the island. He expressed appreciation for the City's investment in park improvements while urging consideration of traffic flow and safety.

Michael Nottage, Sebastian resident, supported Concept B, citing improved safety and ease of movement for families between the playground, splash pad, and event areas without vehicular traffic.

Cara Irwin, Sebastian resident, supported Concept B, stating that closing Harrison Street would enhance safety during everyday park use and events, reduce traffic concerns for families, and allow parents to more easily supervise children during concerts and activities.

Scott Cox, Sebastian resident and frequents the park, supported Concept B, sharing observations of vehicles using Harrison Street to bypass traffic signals at higher speeds. He emphasized pedestrian safety, especially for children, and noted that removable barriers could still allow emergency access if needed.

Robin Raiff, Sebastian resident and realtor, supported Concept B, emphasizing safety for seniors and children, concerns with cut-through traffic, and the aesthetic and functional benefits of creating a unified park space. She referenced similar successful park designs in other Florida communities.

Bill Flynn, Sebastian resident, supported Concept C, stating that convenience and personal responsibility for child supervision should be considered, and noting his reliance on nearby businesses accessed via Harrison Street.

Mark Gingras, Sebastian resident and nonprofit event organizer, supported Concept B, emphasizing the importance of unifying the park into a single cohesive space. Drawing on his background in architecture and experience hosting events, he stated that closing Harrison Street would enhance safety, improve event functionality, and strengthen the overall design and visual appeal of the waterfront park.

Brittany Melchiori, Sebastian resident and Chamber of Commerce representative, supported Concept B, stating that park cohesion and safety would benefit community events and economic activity while improving the overall usability of the park.

Shama Desai, business owner, supported Concept C, expressing concern that closing Harrison Street could create unintended safety issues by increasing vehicle turnarounds in business parking lots and redirecting traffic through pedestrian-heavy areas. She requested additional traffic analysis during peak seasonal periods.

Vicki Drumheller, Parks and Recreation Advisory Board member, supported Concept C, explaining that the committee's recommendation was based on consolidating child-focused amenities within the main park area while maintaining traffic flow. She noted that pedestrian crossings on Indian River Drive would remain regardless of the concept selected.

Jaden Falk, Sebastian resident, supported Concept B, citing family safety concerns and preference for uninterrupted pedestrian flow between park amenities.

Chuck Edelman (Zoom participant) did not express a preference between concepts but requested consideration of additional sidewalks around the park perimeter and enhanced pedestrian crosswalks to improve accessibility for seniors and individuals with disabilities.

MOTION by Council Member Nunn and SECOND by Mayor Jones to Approve Concept B for the Riverview Park Master Plan.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- nay
	Mayor Jones	- aye
	Council Member Dodd	- nay
	Council Member Matthews	- nay

Motion failed. 2-3

MOTION by Vice Mayor McPartlan and SECOND by Council Member Dodd to Approve Concept C for the Riverview Park Master Plan.

Roll call:	Council Member Nunn	- nay
	Vice Mayor McPartlan	- aye
	Mayor Jones	- nay
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 3-2

B. Presentation of Pavement Management Group Inc.'s Final Assessment of City Roads and Recommendations for Future Roadway Treatment Plans

In 2025, the City of Sebastian contracted Pavement Management Group (PMG) to assess all city roads, covering 155 centerline miles and 1,460 pavement sections. The overall Pavement Condition Index (PCI) came in at 68, placing the network in Fair condition, with 47% of roads in Excellent or Good condition, 43% in Fair, and 10% in Poor or Failed condition. The Public Works Director reported that the decline from 72 in 2022 was due to paving budget shortfalls in 2022–2023, with renewed efforts in 2024 helping to catch up. He explained the PCI categories and recommended treatments for each. The Public Works Director highlighted specific roads, such as Periwinkle Road, which dropped from 45 to 27 PCI points, and Joy Haven, which also declined but is scheduled for paving. Council members requested clarification on the mileage and costs; the Public Works Director confirmed that 8 centerline miles are planned for FY 2025–2026 at a cost of approximately $1.7 million, with additional funding allocated for alley and driveway work. The City Manager noted the importance of showing residents the PCI changes over time. Council Member Nunn emphasized public understanding of both the miles paved and the significant investment involved.

MOTION by Council Member Dodd and SECOND by Vice Mayor McPartlan to approve Pavement Management Group Inc's Final Assessment of City Roads.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

C. Consideration of Approving the Emergency Closure Disaster Wage Policy to comply with FEMA's latest Public Assistance Program Policy Guide and Authorize the Mayor to execute the Policy

The City Engineer/Special Projects Manager addressed the Council regarding updates to the City's Emergency Closure Disaster Wage Policy, explaining that the revisions were prompted by guidance from the Indian River County Emergency Operations Center

after reports of FEMA clawbacks in other states related to discretionary labor pay policies. She noted that the existing policy, in place since 2017, was being updated primarily to ensure compliance with FEMA regulations, clarify exempt pay during emergency closures, and require Council approval to remove any discretionary elements. The City Engineer/Special Projects Manager emphasized that the changes were largely administrative, reorganizing language and aligning procedures with FEMA's Public Assistance Policy Guide. The City Manager added that, as part of the F-ROC program, the city must also provide meals for employees during emergency periods and ensure that the highest governing body formally approves the policy.

MOTION by Council Member Nunn and SECOND by Vice Mayor McPartlan to approve the revised Emergency Closure Disaster Wage Policy and authorize the execution of the policy.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

D. Consideration of Proposed City Council Meeting Dates for Calendar Year 2026

Mayor Jones introduced the next item on the agenda, the proposed City Council meeting dates for the calendar year. The City Manager noted that Council Member Matthews had raised a potential conflict with the November 4 meeting, which falls the day after the election. To avoid holding a meeting immediately after election results are available, he recommended moving the meeting to Monday, November 2, the day before the election. Mayor Jones and Council discussed the need to balance meeting frequency, noting that October 14 was the only scheduled meeting that month and staff typically has many agenda items, so reserving November 2 as a backup was prudent. Council Member Matthews confirmed the usual schedule of the second and fourth meetings, and the City Manager noted that November and December meetings are adjusted each year due to holidays and Veterans Day. Vice Mayor McPartlan added that he would be absent on June 24, which was noted for scheduling purposes. The Council reached a consensus to adjust the November 2 meeting date, and staff also highlighted that due to early voting taking place in the Council Chambers for the 2026 Primary and General Elections, the October 28, 2026 meeting had to be canceled, with additional adjustments made to November and December meetings to accommodate holidays.

13. CITY ATTORNEY MATTERS

Attorney Stokes addressed City Attorney matters, requesting Council permission to begin recruiting a second code enforcement special magistrate to serve as a backup, noting that relying on a single magistrate is "working without a net." Mayor Jones and the Council agreed, giving Stokes consensus to proceed.

14. CITY MANAGER MATTERS
The City Manager reported that one of the two appointed employees to the General Employees Retirement Pension Board had left the City in December, and he appointed Michelle Faulkner to fill the remainder of that term.

15. CITY CLERK MATTERS
Nothing to report.

16. CITY COUNCIL MATTERS
Council Member Dodd raised a discussion regarding state ballot initiatives and ad valorem tax changes, emphasizing that under Florida Statute 106, municipalities cannot expend funds on ballot initiatives, yet it is important for residents to understand the potential negative impacts on the city's budget and services. He requested Council consensus to allow the City Manager and staff to create an informational plan, including workshops in Council Chambers and social media outreach, with the CFO or city representatives presenting. The City Manager confirmed staff would schedule multiple workshops similar to the Riverview Park meetings, accommodating both daytime and evening attendees.

Council Member Matthews acknowledged and celebrated Betty Arlotta's 105th birthday, highlighting her love for dancing and chocolate.

17. Being no further business, Mayor Jones adjourned the Regular Meeting at 7:20 p.m.

Approved at the February 25, 2026 Regular City Council meeting.

_____
Mayor Fred Jones

ATTEST:

_____
Catherine E. Testa, Acting City Clerk

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cathy Testa, Acting City Clerk
SUBJECT	Consider Approval of January 28, 2026 City Council Minutes

EXECUTIVE SUMMARY

Draft minutes of the January 28, 2026 City Council Minutes are presented for review.

RECOMMENDATION

Request changes if necessary. Consider approval of minutes.

ATTACHMENTS:

1. January 28, 2026 Draft City Council Minutes

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

SEBASTIAN CITY COUNCIL
REGULAR MEETING
MINUTES
WEDNESDAY, JANUARY 28, 2026 – 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

1. Mayor Jones called the Regular Meeting to order at 6:00 p.m.

2. A moment of silence was held.

3. The Pledge of Allegiance was led by Council Member Dodd.

4. ROLL CALL
Mayor Fred Jones
Vice Mayor Bob McPartlan
Council Member Ed Dodd
Council Member Chris Nunn
Council Member Sherrie Matthews

Staff Present
City Manager Brian Benton
Interim City Attorney James Stokes
Acting City Clerk Cathy Testa
Airport Director Jeff Sabo
Chief Financial Officer Brian Stewart
Community Development Director Alix Bernard
Community Development Manager Dorri Bosworth
Parks and Recreation Director Richard Blankenship
Public Works Director Lee Plourde
Human Resources Director Cindy Watson
Procurement Manager Jessica Graham
Police Chief Daniel Acosta
Deputy Chief Tim Wood

5. AGENDA MODIFICATIONS
At staff's request, Consent Agenda Item 8A was pulled from the agenda due to drafting issues.

6. PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS
Brief Announcements:

Cancelled due to Cold Weather-January 28th Treasure Coast Astronomical Society Star Gaze at Riverview Park Twin Piers - 6-8pm
February 3rd Four Chaplin's Ceremony at Veterans Memorial Park - 11am
February 7th Sebastian River Art Club Event at Riverview Park - 10am - 3pm

Council Member Nunn announced the upcoming events.

7. PUBLIC INPUT

The Mayor opened public input for items not on the agenda.

Damian Gilliams addressed the council and expressed appreciation to council members for their votes at the previous meeting regarding the Parks and Recreation recommendation (Option C), stating that the decision had a positive impact on long-standing families and local businesses in the community, particularly along Indian River Drive. He emphasized private property rights and the potential use of eminent domain, while encouraging the council to carefully consider future decisions affecting the community and the Community Redevelopment Area (CRA). Mr. Gilliam concluded his remarks by urging the Council to carefully consider future decisions.

There being no further speakers, public input was closed.

8. CONSENT AGENDA

B. Consideration of a purchase order for Alan Jay Automotive Management Inc., in the amount of $29,997.00 to purchase a 2026 Nissan Frontier King Cab for the Building Department and provide authorization to the City Manager or designee to execute.

C. Consideration of a purchase order for $32,145.42 for Computers at Work!, Inc., to purchase computers and peripherals for the MIS Department and provide authorization to the City Manager or designee to execute

MOTION by Council Member Nunn and SECOND by Vice Mayor McPartlan to approve Consent Agenda Items B and C.

Roll call:	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye

Motion carried. 5-0

9. COMMITTEE REPORTS & APPOINTMENTS-None

10. PUBLIC HEARINGS

A. Consideration of an Appeal Request Regarding Denial by the Planning And Zoning Commission of the Ameron RV & Boat Storage Facility Site Plan

The Interim City Attorney provided an overview of the appellate nature of the hearing, emphasizing that the council's review was strictly limited to the record developed before the Planning and Zoning Commission and that no new testimony or evidence could be introduced. The Interim City Attorney explained that the council's role was to determine whether the Commission's decision was supported by competent, substantial evidence and whether the correct legal standards were applied. He further noted that the city council could affirm, reverse, or modify the Commission's decision, and that a concurring vote of no fewer than four council members would be required to reverse or modify the denial.

Council Member Dodd asked whether the Planning and Zoning Commission had denied the site plan, conditional use permit, and waiver request as separate actions or as a single decision. The Interim City Attorney clarified that although the items were discussed individually, the Commission ultimately denied the application in its entirety, and all three components were properly before the city council on appeal.

Mayor Jones opened the public hearing at 6:06 p.m. Each council member disclosed ex parte communications, if any, for the record, and all confirmed their ability to render an impartial decision based solely on the evidence contained in the record. Any emails received were made part of the record.

Attorney Jonathan Rhodeback, representing the applicants William and Todd Brognano, presented an argument in support of the appeal. Attorney Rhodeback asserted that the application satisfied all applicable requirements of the Land Development Code for a conditional use in the subject zoning district. He argued that the Planning and Zoning Commission misapplied the conditional use criteria, particularly with respect to compatibility and protection of public health, safety, and welfare. He noted that professional staff had reviewed the application and found it to be compliant, subject to conditions, and that the record included expert testimony and documentation addressing traffic circulation, access, buffering, and operational limitations. Attorney Rhodeback contended that generalized public opposition and speculative concerns, without supporting evidence, did not constitute competent, substantial evidence sufficient to deny the application. He requested that the city council reverse the Commission's decision and approve the conditional use permit, site plan, and waiver request.

Attorney Thomas J. Izzo, representing the Ashbury community, presented an argument in opposition to the appeal. Attorney Izzo maintained that the Planning and Zoning Commission acted within its discretion and that its denial was supported by competent, substantial evidence contained in the record. He cited resident testimony regarding traffic congestion, safety concerns, noise, and the potential incompatibility of a large outdoor storage facility adjacent to existing residential development. Attorney Izzo argued that the Commission was entitled to weigh the evidence presented and determine that the proposed use did not adequately protect the public health, safety, and welfare, as required by the Land Development Code. He urged the city council to uphold the Commission's denial and defer to its fact-finding role.

Council members engaged in discussion and asked questions of counsel and staff regarding the distinction between permitted and conditional uses within the applicable zoning district, the scope of the city council's authority on appeal, traffic access and circulation, buffering and screening requirements, and the enforceability of proposed conditions. The Community Development Manager, along with the Interim City Attorney, advised the Council that no recommendation was being provided on the appeal itself, consistent with the appellate nature of the proceeding and the council's limited scope of review.

MOTION by Council Member Nunn and SECOND by Vice Mayor McPartlan to reverse the Planning and Zoning Commission's denial of the conditional use permit.

Roll call:	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye

Motion carried. 5-0

MOTION by Council Member Dodd and SECOND by Council Member Nunn to approve the waiver request related to front yard fencing materials, finding that the waiver met the applicable approval standards.

Roll call:	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

MOTION by Vice Mayor McPartlan and SECOND by Mayor Jones to approve the site plan subject to staff's recommended conditions, with an additional condition prohibiting overnight stays in RVs or boats on the property.

Roll call:	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye

Motion carried. 5-0

At 6:57 p.m. Mayor Jones announced a ten-minute recess following the conclusion of Item 10a. Mayor Jones resumed the council meeting at 7:06 p.m.

11. UNFINISHED BUSINESS

A. Discussion and Consideration on filling the City Attorney Position

The Human Resources Director provided an overview, retelling the council that interviews for the position were conducted on January 7 and that the decision had been tabled to

allow further consideration of the Interim City Attorney. She explained that the Interim City Attorney had submitted a proposed contract to serve as an independent contractor, under which the city would not provide benefits or a severance package, and she presented a cost comparison between his contract and hiring a full-time City Attorney.

Council members discussed the Interim City Attorney's extensive experience and qualifications. Council Member Nunn highlighted the Interim City Attorney's previous service as City Attorney, noting his proven track record, his ability to serve effectively during multiple terms, and the value of continuity for the city. Vice Mayor McPartland emphasized the Interim City Attorney's leadership experience, including his tenure heading the Port St. Lucie legal department, and praised his proactive approach to legal matters and efforts to identify cost-saving opportunities. Mayor Jones and Council Member Matthews acknowledged the financial advantages of retaining the Interim City Attorney as an independent contractor, noting that it would save the City approximately $50,000 annually in benefits and salary compared to hiring a full-time attorney.

During the public comment portion, Damian Gilliams spoke in strong support of Mr. Stokes, highlighting his deep knowledge of municipal law and specific expertise in land development, which he noted was especially important given the rapid growth of the community. Mr. Gilliams emphasized that Mr. Stokes' breadth of experience and practical understanding of city operations made him a highly capable and reliable choice.

MOTION by Vice Mayor McPartlan and SECOND by Council Member Nunn to approve the proposed contract with the Interim City Attorney for appointment as City Attorney.

Roll call:	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye

Motion carried. 5-0

12. NEW BUSINESS

A. Consideration of Resolution No. R-26-02 Approving the Amendments to the Police Collective Bargaining Agreement from The City of Sebastian, Florida and IUPA to The City of Sebastian, Florida and Palm Beach County Police Benevolent Association, Inc.

The Human Resources Director explained that the city's police officers had voted 37-2 to change their union representation from the International Union of Police Associations (IUPA) to the Palm Beach County Police Benevolent Association, Inc. Resolution R-26-02 amends the police collective bargaining agreement to reflect this change for full-time police officers.

Council Member Nunn commented that the decision reflects the officers' choice and fully supported the change. There were no additional questions or comments from the Council.

MOTION by Mayor Jones and SECOND by Council Member Nunn to approve Resolution R-26-02 ratifying the amended collective bargaining agreement.

Roll call:	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye

Motion carried. 5-0

B. Consideration of selecting Frazier Contracting LLC for ITB 26-03, Police Department Tile Roof Replacement, and authorize the City Manager or designee to issue Purchase Orders up to $208,078.16, and execute the appropriate documentation.
The Procurement Manager explained that the City issued a solicitation in October and received 14 bids, four of which were deemed non-responsive. Frazier Contracting LLC was identified as the most responsive and responsible bidder.

The Procurement Manager noted that a notice of intent to protest had been filed concerning Frazier Contracting's subcontractor having an additional crew that was not registered at the site. The Department of Business and Professional Regulation investigated the matter and fined the contractor, but the complaint was closed before the bid opening. After review by the Parks and Recreation Department and Facilities staff, Frazier Contracting was determined to be the most qualified bidder with strong references.

The proposed contract included the base bid plus a not-to-exceed amount of $80,000 to cover potential repairs to wood and fascia that may be discovered once the roof is removed. The total amount requested for approval, including the bid and contingency for repairs, was $208,078.16. Mayor Jones and council members discussed the unit pricing for potential repairs and confirmed that additional funds would only be used as needed.

Council members also discussed the approach used by the engineer to develop the specifications, confirming that the unit prices were based on standard construction practices and past project experience. The council agreed that the contingency provided sufficient financial flexibility while ensuring fiscal responsibility, and that no additional funds would be expended beyond what was needed to address verified damage.

Council Member Dodd noted that even with a 10% contingency, the total cost remained substantially below the budget. Council Member Nunn addressed potential concerns regarding the selection of a contractor from Maitland, explaining that no local roofing companies submitted bids and encouraging local businesses to participate in future solicitations.

MOTION by Council Member Dodd and SECOND by Vice Mayor McPartlan to approve the award of contract selecting Frazier Contracting LLC.

Roll call:	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye

Motion carried. 5-0

C. Consideration of Change Order #2 in the amount of $57,118.00 for Dickerson Infrastructure Purchase Order number 11463, for Taxiway G Construction.

The Procurement Manager explained that the change order arose due to unforeseen conditions encountered during the second phase of construction. While the project was significantly under budget and additional scope had previously been added, the contractor discovered unexpected soft material near the intersection of the new Taxiway G and existing Taxiway B. The condition required the work to stop temporarily, involvement of the engineer of record, and consultation with the Airport Director and other staff to determine an appropriate corrective approach.

The Airport Director described the technical details of the issue, noting that prior subsurface testing during design and engineering did not sample this specific location. The contractor removed the unsuitable material and replaced it with successive lifts of crushed concrete to achieve the required compaction and stabilization. Asphalt was then placed over the repaired area, ensuring the structural integrity of the taxiway. Council Member Dodd asked whether all potential issues had been identified, inquired about possible uses for unspent grant funds, and raised questions regarding the impact on discretionary city funds. The Airport Director confirmed that all base-related concerns, including the areas affected by muck, had been resolved and that the project was expected to proceed without further surprises. He explained that while additional improvements, such as a new apron to serve the taxiway, would need to wait for future funding, the current project remained on schedule and within budget. The Airport Director also clarified that the city's contributions were unaffected and that the project's cost savings were being carefully managed.

MOTION by Council Member Dodd and SECOND by Vice Mayor McPartlan to approve Change Order #2 for Dickerson Infrastructure Purchase Order number 11463, for Taxiway G Construction.

Roll call:	Council Member Dodd	- aye
	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

D. Consideration of Amendment 2 to CSA #14 with Infrastructure Consulting and Engineering, Inc. for Construction and Inspection Services for Taxiway "G" Construction in the amount of $9,854.05 and authorize the City Manager or designee to execute

The Procurement Manager explained that this change order was necessary due to the unforeseen conditions encountered during the Taxiway G project, which required

additional inspection and engineering hours. The Airport Director added that the engineer of record had been very hands-on, performing extra calculations, ensuring that the contractor met all FAA and FDOT specifications, and providing on-site quality control and inspections. The additional funds would compensate the engineer for this extra work.

MOTION by Vice Mayor McPartlan and SECOND by Council Member Dodd to approve Amendment 2 to CSA #14 with Infrastructure Consulting and Engineering, Inc.

Roll call:	Mayor Jones	- aye
	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye

Motion carried. 5-0

E. Consideration of a Purchase Order for Asphalt Paving Systems, not to exceed $1,704,331.38, for the Phase 4 Road Paving Project, specifically for Reconstruction and Mill and overlay pavement method, and authorize the City Manager or designee to execute.

The Public Works Director provided an overview of the project, noting the roads included in this phase, including Periwinkle, Joy Haven, Schumann Drive, Veterans Memorial Way, and a short section of Bevan Drive. He confirmed that funding remained within the total budget, accounting for previously encumbered amounts for other projects and contractors. Mayor Jones and the City Manager clarified adjustments to prior encumbrances and confirmed the available balance for the project was $1,744,963.25. Council members discussed the scope and cost of the project, highlighting the inclusion of culvert, swale, and driveway repairs, and emphasized the City's ongoing commitment to improving streets efficiently. Council Member Nunn noted the high costs associated with these improvements, stressing the value of comprehensive road work even though it covers a limited number of streets.

MOTION by Council Member Dodd and SECOND by Vice Mayor McPartlan to approve the Purchase Order for Asphalt Paving Systems.

Roll call:	Vice Mayor McPartlan	- aye
	Council Member Nunn	- aye
	Council Member Matthews	- aye
	Council Member Dodd	- aye
	Mayor Jones	- aye

Motion carried. 5-0

F. Consideration of the Budget Calendar for Preparation of the Annual Budget and Capital Improvement Program for Fiscal Year 2026-2027.

The Chief Financial Officer highlighted that the county had set its hearings for September 9 and September 16, while the school board had not yet finalized its dates, though September 3 was expected. The City Manager noted that budget workshops were scheduled for July 15 and 16 to review departmental requests and encouraged

Council members to ensure the dates aligned with their schedules or suggest adjustments as needed. Mayor Jones confirmed the dates and indicated consensus approval of the calendar, noting no formal motion was required.

13. CITY ATTORNEY MATTERS

City Attorney Stokes provided an update regarding the property at 100 Veterans Memorial, which had been the subject of an RFP for a downtown brewery. He noted that the property had been listed for sale and requested council's consensus to move forward with litigation if necessary to protect the city's contract. Stokes explained that filing a lis pendens would prevent the title from transferring, thereby safeguarding the city's interests.

14. CITY MANAGER MATTERS

The City Manager addressed the proposed property tax workshops. He explained that two dates had been proposed, February 24 with morning and evening sessions and February 25 with an afternoon session, to educate the public on potential impacts of property tax reductions and revenue implications for the city. The City Manager emphasized that department heads would be present to answer questions and noted that past workshops had higher attendance during daytime sessions. Council Member Nunn indicated he would be out of town and unable to attend, and Mayor Jones highlighted the importance of educating residents on legislative actions affecting property taxes. Council Member Dodd commented that the workshops would help anticipate potential outcomes from the state legislature, and the City Manager added that city managers in the county were coordinating to ensure consistent messaging across municipalities.

The City Manager also proposed a future workshop regarding Community Development Districts (CDDs) to provide council and the public with information on CDD structures, operations, and legal considerations. Council Member Dodd expressed interest and requested that a draft ordinance be provided beforehand to guide discussion. The City Manager confirmed that preparations would be made to include an attorney experienced with CDDs and a CDD overseer to answer questions, with a tentative timeframe in February.

15. CITY CLERK MATTERS

The Acting City Clerk noted that the Charter Review Committee had begun its meetings, with the second meeting held the previous night and the next scheduled for the following Monday, February 2.

16. CITY COUNCIL MATTERS

Council Member Dodd, Council Member Nunn, and Vice Mayor McPartlan wished Mayor Jones a happy birthday.

Council Member Matthews recognized several notable achievements by local youth. She highlighted Sebastian River High School student Aleah Hilliard, who was selected for the 2026 FMEA All-State SSAA Chorus, noting that out of approximately 12,000 students who auditioned statewide, Hilliard was one of only a select few chosen, noting her exceptional talent and dedication. Council Member Matthews also celebrated the

Lady Sharks basketball team for finishing their season strong and hosting their first district game on February 4, as well as the girls' weightlifting team, who earned runner-up honors in both the Olympic and CO championships and were advancing to regional competitions the following day. In addition, she recognized the academic achievements of Sebastian River High School students, congratulating Sarah Van Zuydam as the valedictorian and Julius Lewis as the salutatorian, praising their hard work, leadership, and contributions to the school community. Council Member Matthews emphasized that these accomplishments reflect the dedication, talent, and promise of the youth in the Sebastian community.

17. Being no further business, Mayor Jones adjourned the Regular City Council meeting at 7:49 p.m.

Approved at the February 25, 2026 Regular City Council meeting.

_____

Mayor Fred Jones

ATTEST:

_____

Catherine E. Testa, Acting City Clerk

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Ron Paul, Parks and Recreation Administrative Asst.
SUBJECT	Alcohol Beverage Approval - Nocera Family

EXECUTIVE SUMMARY

The Nocera Family is having a Graduation Party at the Sebastian Yacht Club on March 14th, 2026 and they are requesting permission to serve alcoholic beverages.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS:

1. Rental Application
2. Payment Receipt

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed:

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CITY OF SEBASTIAN YACHT CLUB
RENTAL PERMIT APPLICATION

1225 Main Street
Sebastian, FL 32958
Parks Phone: (772) 228-7054 FAX: (772) 228-7054
** For emergency purposes ONLY, please dial 772.321-8086**

Today's Date: _____

Tammy Nocera
Name of Permittee (permits may only be issued to an adult) **Name of Organization (if applicable)**

961 Lanco Ave
Physical Address **Mailing Address (if different)**

Sebastian FL 32958, 7727661981
City **State** **Zip** **Phone**

Graduation Party "Police Academy"
Reason for Rental – Type of Function **E-Mail Address**

30
Anticipated Number of Attendees (Must be less than a maximum of 50)

March 14th, 2024 4-8 pm.
Requested Date **Time: From** **To**

Please answer the following yes or no:

1) Are you a resident of Sebastian? YES
2) Will there be an admission charge or door charge? NO
3) Will alcoholic beverages be served? YES
   If yes, please provide govt. issued ID proof of age YES — R Paul
   Date of Birth 5/28/69 — Verified by

I, Tammy Nocera, the undersigned, acknowledge that I am the applicant or authorized agent of the above referenced organization, that I am aware of the provisions of the City of Sebastian Codes and Resolutions in respect to this application and use of City facilities for which I have applied and agree to abide by all rules and regulations set out for use of City facilities. I understand that the $250.00 security deposit will be refunded if the building is left clean and undamaged, however, failure to clean the facilities immediately after the use, or causing any damage to the facility will result in forfeiture, in part or full, of the security deposit.

Tammy Nocera
Signature of Applicant

CITY OF SEBASTIAN
PARKS AND RECREATION RECEIPT 3016

Name Tammy Nocera ☐ Cash _____

Date 2/17/2026 ☐ Check # _____

Sebastian Yacht Club ☒ Credit _____

Graduation Party

3/14/26 4:00pm to 8:00 pm

		Amount Paid
001001 220000	Security Deposit	250.00
001501 362100	Taxable Rent	175.00
001501 362150	Non-Taxable Rent	
001001 208001	Sales Tax	
001501 342100	Police Security Services	
001501 366150	Brick Pavers	
001501 366000	Memorial Benches	
001501 369400	Reimbursement Services	

Pick up a key to the Yacht Club at City Hall on 3/12 or 3/13

Return the Key by 3/17.

Deposit refund will be mailed on 3/20/26

KM BP

Initials

Total Paid 425.00

White - Dept. of Origin • Yellow - Admin. Svcs. • Pink - Applicant

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Karen Miller, City Engineer & Special Projects Director
SUBJECT	Presentation & Consideration of Adaptation Plan completed through Florida Resilient Grant Agreement 25PLN23

EXECUTIVE SUMMARY

In June of 2025, the City entered into grant agreement 25PLN23 with Florida Department of Environmental Protection for their Florida Resilient Grant Program. The grant fully funded the creation of an Adaptation Plan for the City, building on the existing Vulnerability Assessment.

Kimley-Horn and Associates, Inc. (Kimley-Horn) was contracted to complete the plan and has complete all required tasks per the grant agreement. This included a draft plan, a public input meeting, and a final adaptation plan. All tasks and reports have been approved by Florida Department of Environmental Protection (FDEP). The Adaptation Plan reviewed all of the City's Capital Improvement Projects and provided them a ranking. The finalized plan will help the City prioritizing projects as well provide additional justification for grant funding due to the analysis.

RECOMMENDATION

Staff requests Council's approval for the complete Adaptation Plan

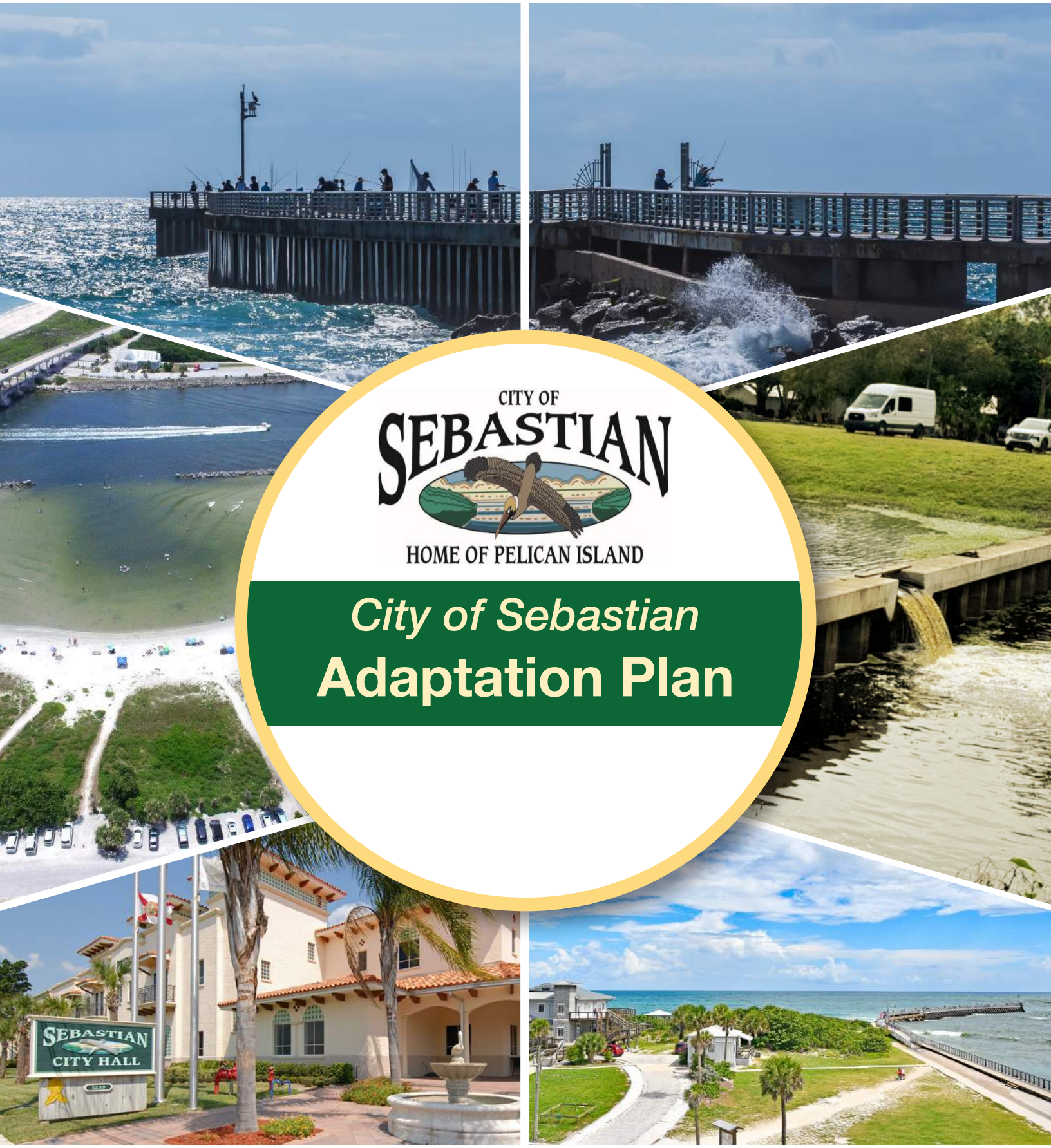
ATTACHMENTS:

1. Final Adaptation Plan

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00



CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

City of Sebastian
Adaptation Plan

Kimley»Horn
Expect More. Experience Better.





CITY OF SEBASTIAN

Task 3: Final Adaptation Plan

DEP Agreement #25PLN23

Prepared for:

City of Sebastian
1225 Main Street
Sebastian, FL 32958

Prepared by:

Kimley-Horn and Associates, Inc.
200 Central Avenue, Suite 600
St Petersburg, FL 33701

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Registry No. 35106
February 2026
St Petersburg, Florida
148882011

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Abbreviations

BRIC	Building Resilient Infrastructure and Communities
BUILD	Better Utilizing Investments to Leverage Development
CFM	Certified Floodplain Manager
CIP	Capital Improvement Project
CRA	Community Redevelopment Agency
DHS	Department of Homeland Security
EDA	Economic Development Administration
EOC	Emergency Operations Center
FBIP	Florida Boating Improvement Program
FDEM	Florida Division of Emergency Management
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FFE	Finished Floor Elevation
FIND	Florida Inland Navigation District
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance
FY	Fiscal Year
GIS	Geographic Information Systems
HLMP	Hurricane Loss Mitigation Program
HMGP	Hazard Mitigation Grant Program
IRC	Indian River County
LDC	Land Development Code
LID	Low-Impact Development
LMS	Local Mitigation Strategy
LOS	Level of Service
NOAA	National Oceanic and Atmospheric Administration
PCI	Pavement Condition Index
PROTECT	Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation
ROW	Right of Way
SLR	Sea Level Rise
SJRWMD	Saint Johns River Water Management District
SWMP	Stormwater Masterplan
USACE	United States Army Corps of Engineers

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Background

Coastal communities within Florida are becoming increasingly at risk to the compounding effects of rising sea levels and more intense and frequent storm events. The City of Sebastian, located on Florida's east coast and bounded by the St. Sebastian River and Indian River Lagoon (**Figure 1**), is susceptible to the combined impact of coastal and riverine flooding, impacting adjacent property owners and vulnerable City infrastructure. The City also maintains a stormwater canal system, which ultimately discharges into the St. Sebastian River and Indian River Lagoon, whereby severe storm surge-induced flooding threatens the built environment along the canal system. Recognizing these vulnerabilities, the City has taken proactive steps to identify flood vulnerabilities, propose strategic actions, and outline a roadmap for building resilience against future flood events.

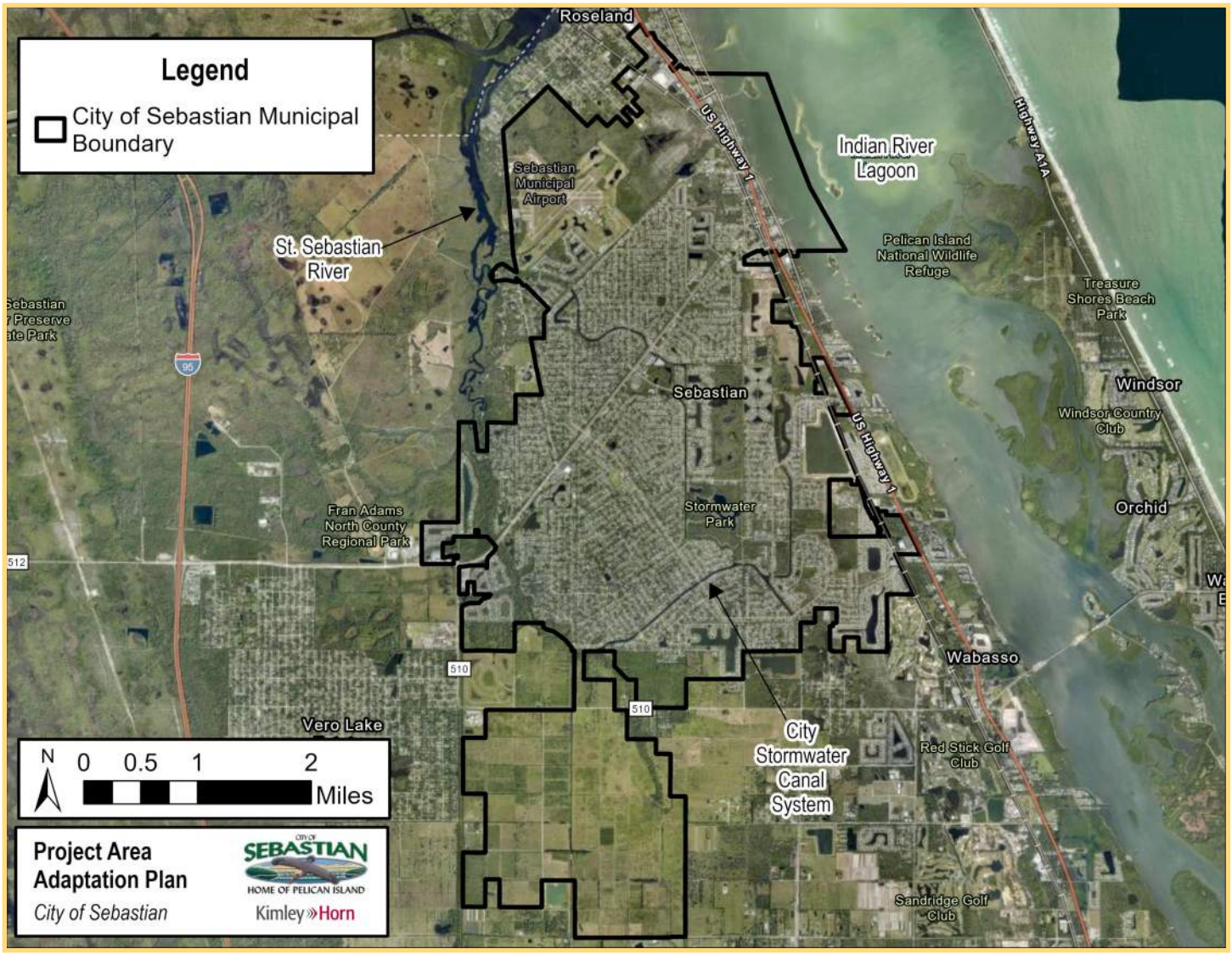


Figure 1: City of Sebastian Project Area

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Introduction

The City of Sebastian received funding through the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program to conduct a Citywide Vulnerability Assessment (final assessment dated October 2024), with the objective of evaluating the City's vulnerability to rainfall, changes in sea level, storm surge, and tidal flooding. The study involved developing an inventory of City-owned critical assets, an exposure analysis to identify flood extents and the depth of flooding at each asset, and a sensitivity analysis to rank flood vulnerability for each flooding scenario evaluated. The vulnerability assessment evaluated the risk to City-owned assets under rainfall, sea level rise (SLR), storm surge, and tidal scenarios. The study culminated in the creation of five focus areas, defined as particularly vulnerable regions within the City in which resiliency efforts may be focused.

Focus Areas



Figure 2: Focus Area 1

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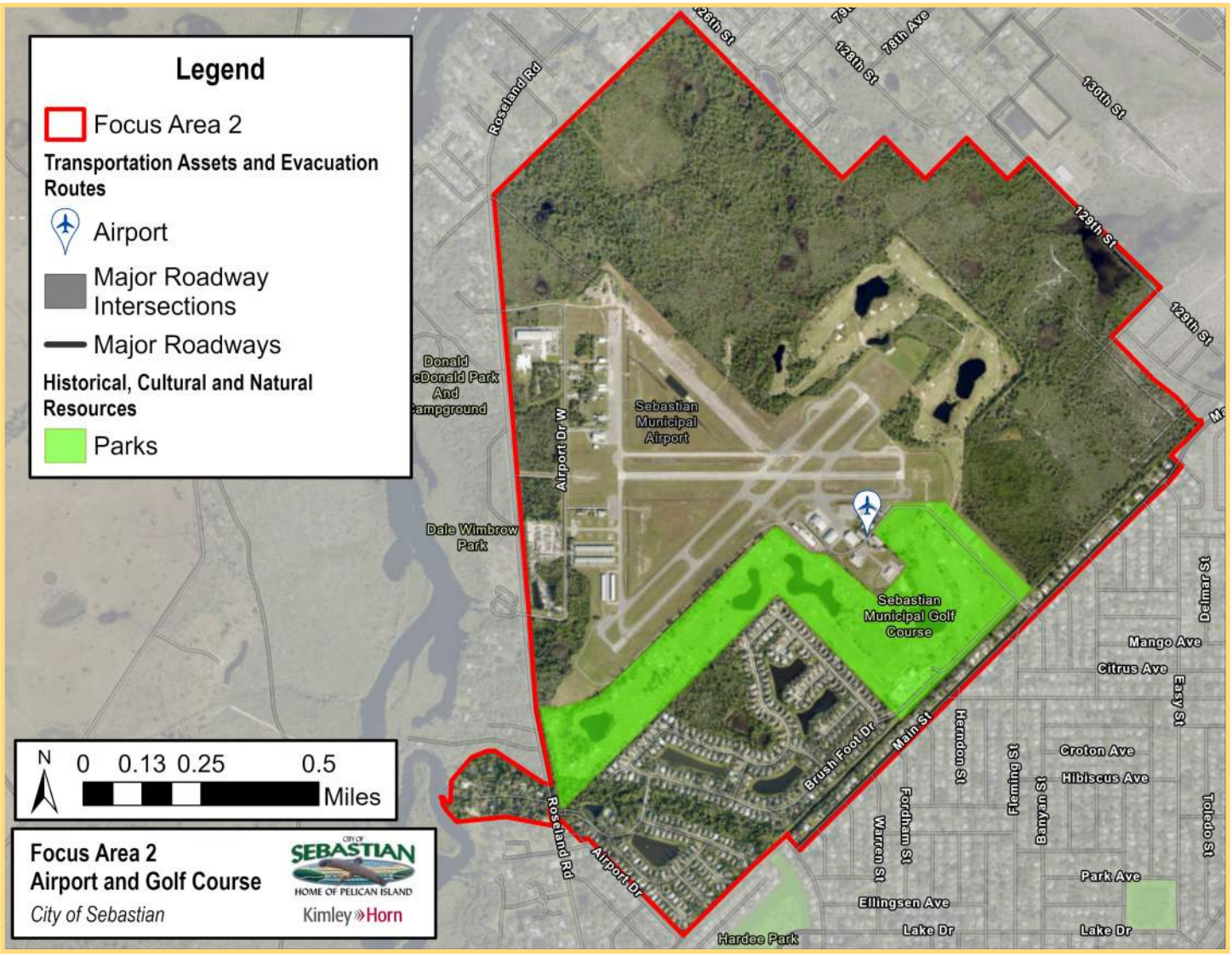


Figure 3: Focus Area 2

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Figure 4: Focus Area 3

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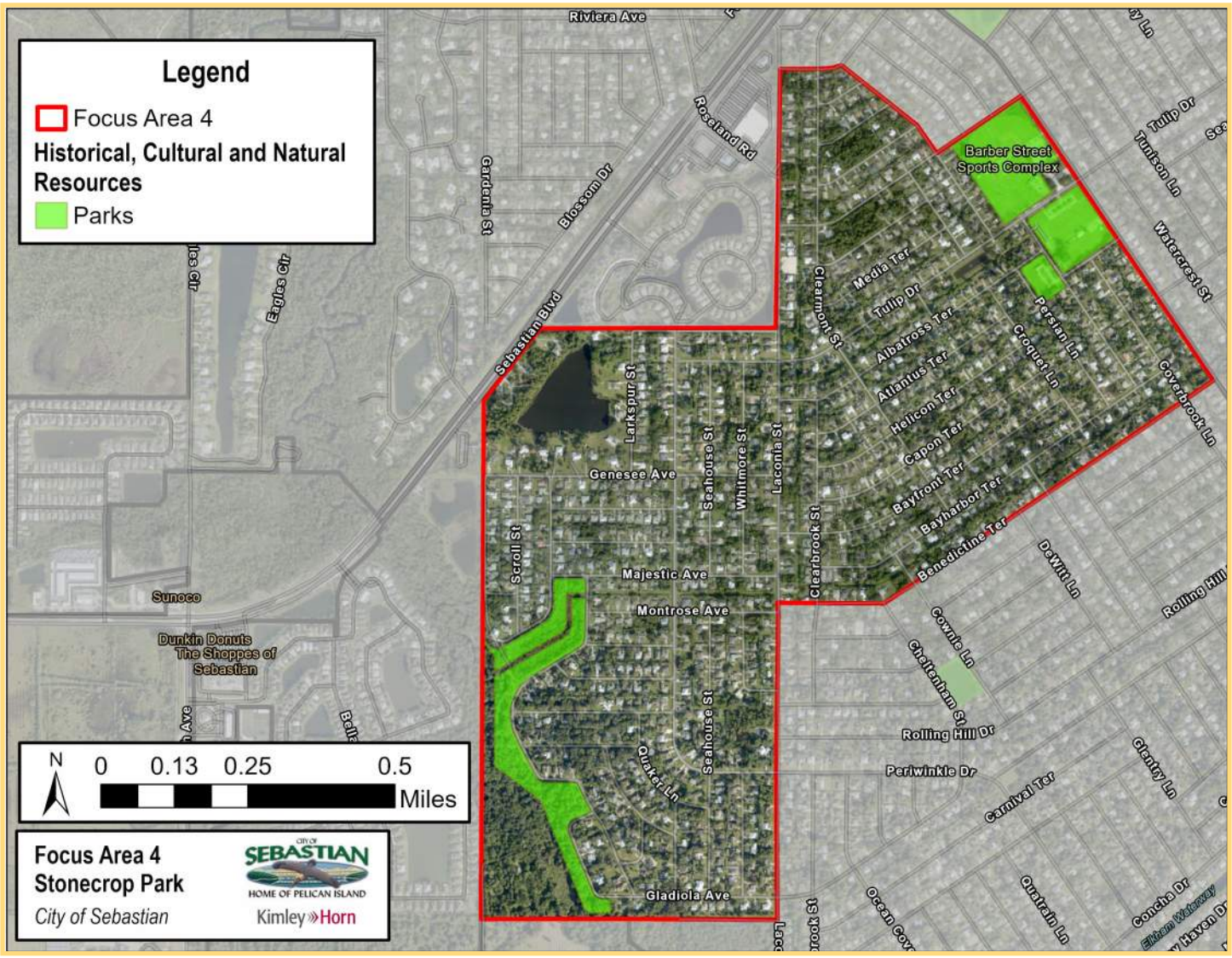


Figure 5: Focus Area 4

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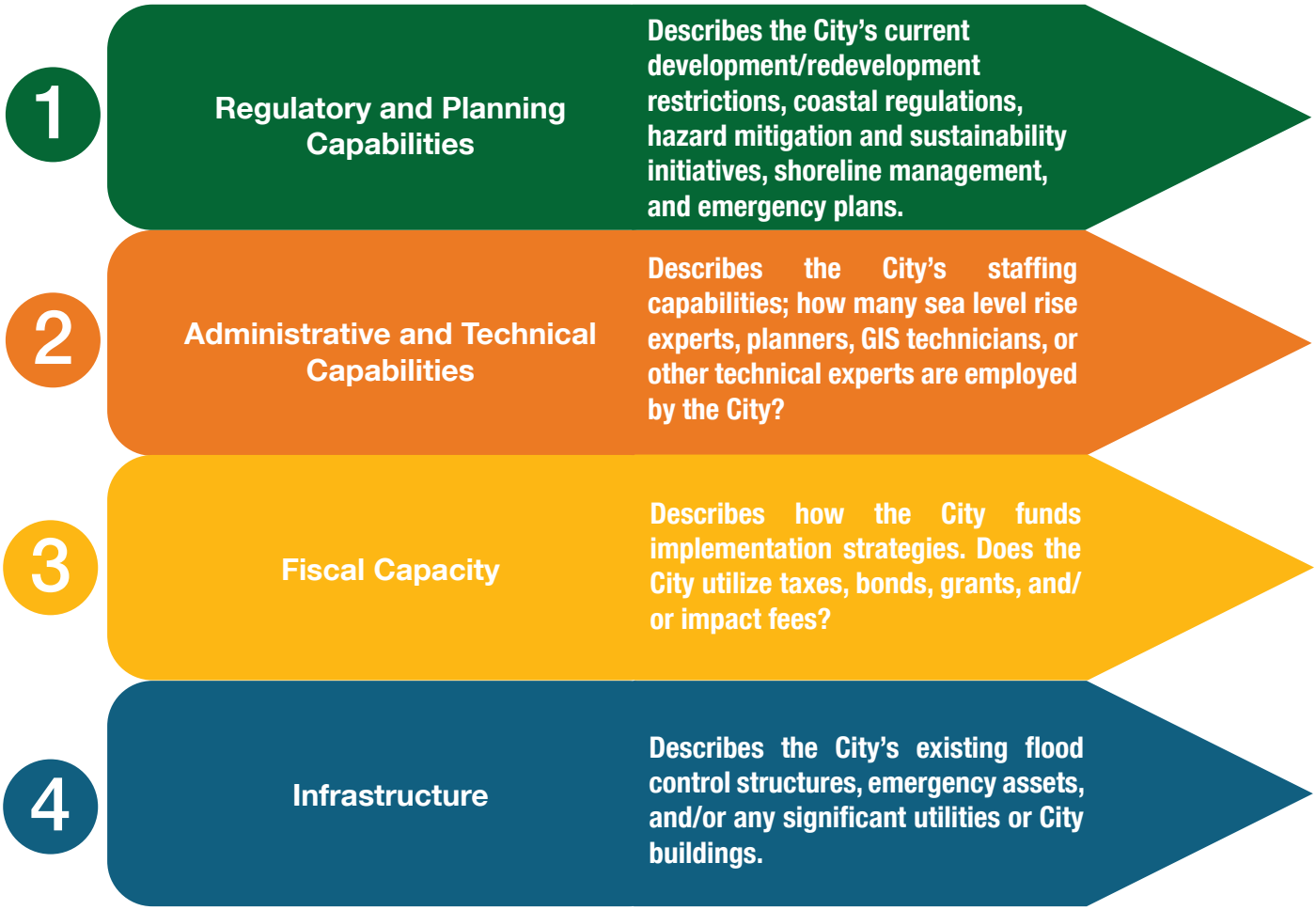
Figure 6: Focus Area 5

The City in cooperation with FDEP and the Resilient Florida Program received additional funding through DEP Agreement No. 25PLN23 to prepare an Adaptation Plan. The objective of the Adaptation Plan is to devise interventions and strategies within a collaborative framework to increase the City's flood resilience. This plan assesses the City's current adaptive capacity to fund, implement, and maintain infrastructure and implementation projects targeted at flood mitigation. This study also evaluates and ranks the current and proposed City resiliency projects to allocate resources effectively, enhance community preparedness, and support resilient development.

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Assessment of Current Adaptive Capacity

This study utilized the Florida Adaptation Planning Guidebook published by the FDEP, Florida Coastal Management Program, and National Oceanic and Atmospheric Administration (NOAA) as a reference for adaptation planning guidelines and methodologies. The following sections detail the current adaptive capacities of the City of Sebastian, which is broadly defined as "the ability of a system to adjust to climate change" per the Adaptation Planning Guidebook. Based on this guidance, adaptive capacity for a given municipality is assessed in terms of Regulatory and Planning Capacity, Administrative and Technical Capacity, Fiscal Capacity, and Infrastructure within the City. These four criteria assess the ability of the City to implement, fund, and maintain adaptation strategies and interventions and are described in further detail below.



Regulatory and Planning Capabilities

Regulatory and Planning Capabilities describe the City's planning efforts or influence over implementation of resilience-focused projects. Pre-existing City Regulatory and Planning efforts include participation in Indian River County's Local Mitigation Strategy (LMS) Working Group, the 2023 Stormwater Masterplan (SWMP), 2015 Seawall Assessment, 2023 Community Redevelopment Agency (CRA) Masterplan Update, the existing City Land Development Code (LDC, enacted September 25, 2024), Code of Ordinances (July 21, 2025), and the 2040 Comprehensive Plan (adopted June 23, 2021).

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The LDC and Code of Ordinances were reviewed for any special provisions pertaining to development or redevelopment within flood prone areas, that may guide implementation of adaptation strategies and interventions. The Code of Ordinances contains provisions for development in flood hazard areas (Sec. 46-29) and requirements for flood resistant development (Chapter 46 Article III). Through this ordinance, the City places limitations on site improvements located in coastal high hazards areas and within regulatory floodways. The LDC contains regulations for shoreline protection and hardening along the Indian River Lagoon (Article XI Sec. 54-3-11.4) and surface water management with specific rules for construction in accordance with the Saint Johns River Water Management District (SJRWMD) and FDEP (Chapter III Article XII).

Advised by the Florida Division of Emergency Management (FDEM), the LMS Working Group meets approximately every six months with the shared goal of assessing risks (including but not limited to flooding) at the County scale and establishing a five-year hazard mitigation plan outlining County-prioritized projects and potential funding sources. The most recent LMS plan was adopted by the Indian River County Board of County Commissioners on July 15, 2025. The next plan update is slated for 2030. The City of Sebastian projects included on the LMS project prioritization list are included in the **Local Mitigation Strategy** section of this plan. Additional projects recommended for inclusion in the LMS project prioritization list are outlined in the **Identification of Adaptative Strategies** section.

Administrative and Technical Capabilities

At the time of this assessment, the City of Sebastian's administrative and technical capabilities include fully staffed Public Works and Engineering, Community Development, and Stormwater Departments. Key City staff include a City Manager, City Engineer, Principal Planner, Community Development Director, and Public Works Director. At the time of publication of this Plan, the City employs four planners through the Community Development Department and one engineer. The City also has two employees that are Certified Floodplain Managers (CFMs), and has a dedicated Geographic Information Systems (GIS) Technician and an online GIS Map Service. The City typically contracts with an outside group to assist with grant writing efforts, which are ultimately reviewed and approved by City staff.

Through the Community Development Department, the City has an established Community Redevelopment Agency (CRA), which meets monthly to discuss redevelopment and reinvestment opportunities throughout the community. The CRA oversees activities and projects within the defined Community Redevelopment Area (**Figure 7**) with the goal of establishing a coherent community vision and encouraging reinvestment and redevelopment of the CRA. The City completed a CRA Sustainable Economic Redevelopment Masterplan in 2023 identifying existing planning and economic capacities and outlining a redevelopment plan for improvement projects within the CRA. The City of Sebastian 2040 Final Comprehensive Plan was also adopted under the Community Development Department and outlines the City's planning and development capacities and serves as a long-term framework for future City redevelopment.



Figure 7: City of Sebastian Community Redevelopment Area (Source: City of Sebastian)

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In addition to City staff, the City partners with engineering and planning consultants through continuing services agreements for efforts such as numerical modelling, design, permitting, and planning endeavors.

Fiscal Capacity

The fiscal capacity of the City was reviewed to understand the funding mechanisms available for proposed adaptation strategies or ongoing flood mitigation efforts. The City currently obtains funding from sales and gas taxes, stormwater utility tax, state and federal grants, airport and golf course funds, and the recreation impact fee. The City does not currently utilize any bonds to fund projects but has expressed interest in doing so. The City has been successful in securing grants from the Community Development Block Grant, (CDBG), Florida Inland Navigation District (FIND), Hazard Mitigation Grant Program (HMGP), and Florida Department of Transportation (FDOT). The City has applied to the FDEP Resilient Florida Grant program for two consecutive years for funding of the following projects; Stonecrop Upstream Improvements, a tidal valve installation, and baffle box improvements. The City has been denied the grant, but continues to update their application for FDEP Florida Resilient Grant Program, as well as other grant opportunities.

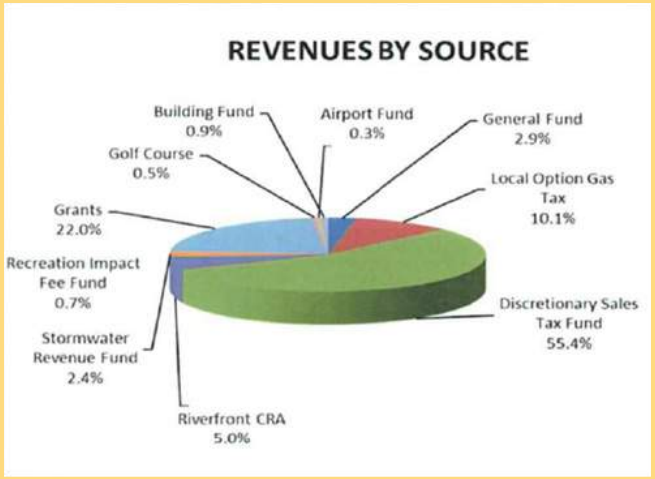


Figure 8: Confirmed Funding Mechanisms for City CIPs

The 2024-2025 and 2025-2025 Capital Improvement Project (CIP) and LMS Project Prioritization lists were reviewed to understand the City's planned projects and their funding mechanisms (**Figure 8**). The City currently has approved funding from the Hazard Mitigation Grant Program (HMGP) for projects on both the LMS and CIP lists, awarded as a result of hurricane and flooding impacts. Otherwise, the City's slated CIPs are funded primarily through sales and gas taxes and additional grants (e.g. CDBG, FIND, FDOT), and the CRA fund.

The City had received cooperative funding from the SJRWMD in 2010 for the creation of the Sebastian Stormwater Park, located along the George St Canal and Englar Dr. The City no longer receives funding from the District for the Stormwater Park but shares a lease agreement for the site. However, there is potential for the District to assist in future cooperative funding improvements within the Stormwater Park and/or for improvements identified in the Stormwater Management Plan.

Additional funding sources available are discussed in the **Potential Funding Opportunities** section of this plan. A comprehensive funding matrix is provided within this section, detailing the applicability, scheduling, potential funding available, and any other additional considerations associated with the grants available for proposed adaptation strategies.

Infrastructure

City infrastructure was reviewed to identify specific assets that could benefit from adaptation strategies and interventions. Infrastructure reviewed included the City Stormwater Canal System and City-owned seawalls, the Concha Water Control Structure, the Sebastian Stormwater Park, the Sebastian-Roseland Municipal Airport, Police Department Building, Working Waterfront, and major roadways such as Indian River Drive and Sebastian Boulevard. The following sections outline the capacity of City-owned and maintained infrastructure to withstand flooding impacts and any actions the City is currently taking to promote resiliency.

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STORMWATER CANAL SYSTEM/CITY-OWNED SEAWALLS

The City's stormwater canal system primarily collects runoff from residential and commercial properties throughout the City, and ultimately discharges to the St. Sebastian River, and thus the Indian River Lagoon, in the southern portion of the City. The Concha Water Control Structure sits on the southern portion of the Elkcam Canal and controls flow downstream. The approximately 7.2-mile canal system is segmented into the Collier, Elkcam, Schumann, and Joy Haven waterways, connected via a series of culverts at roadway crossings (**Figure 9**).

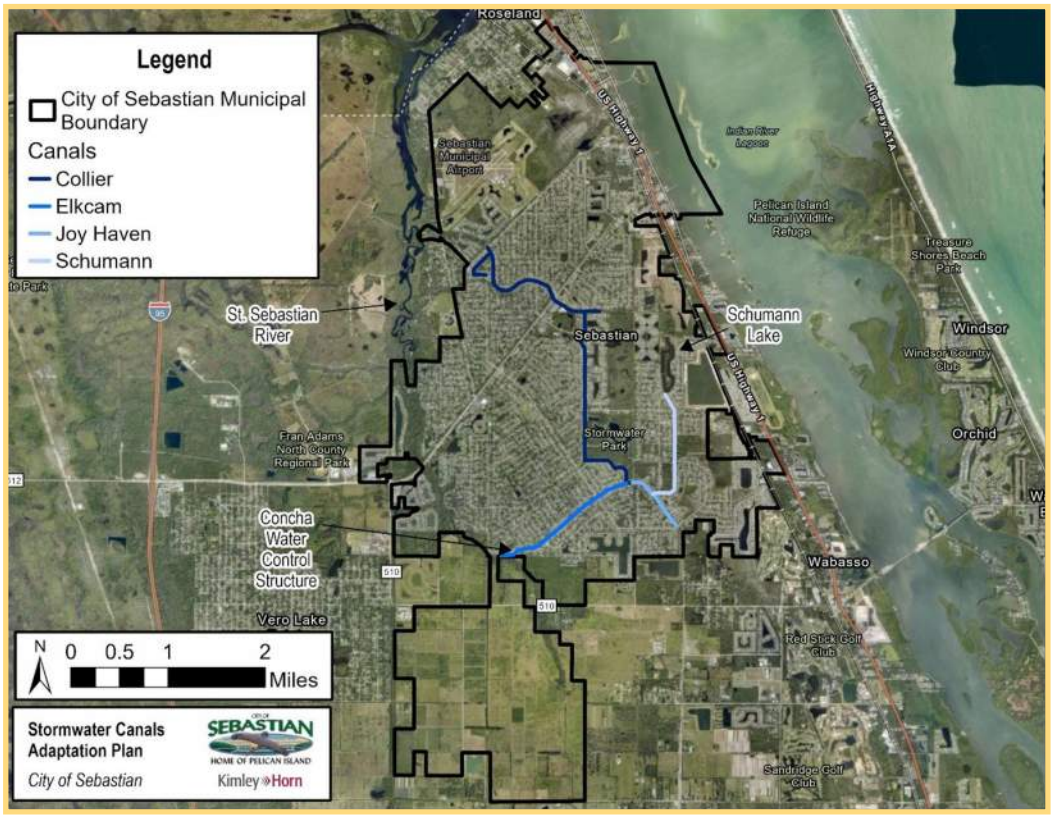


Figure 9: City Stormwater Canals

The City-owned seawalls along the canal system were evaluated in the Vulnerability Assessment to assess the susceptibility of the canal system to overtopping during various storm events. Privately-owned seawalls were not assessed in the Vulnerability Assessment. All City-owned concrete seawalls were overtopped in the rainfall and compound rainfall and SLR scenarios per the Assessment.

A seawall assessment was completed in 2015 detailing the condition of seawalls along approximately 7 miles of canal length throughout the City and provided recommendations and cost estimates for repair. The majority of seawalls along the canals consist of metal sheet piling with a concrete cap. This study assessed both private and publicly owned seawalls, and identified common failures due to cracking, joint separation, tie back/cap failure, and berm failure. It is recommended that failing seawalls be repaired or replaced to enhance resiliency against flooding and overtopping.

The City's 2024-2025 FY CIP and LMS lists include a Canal Study project to assess the impact and cost required to remove failing seawalls and construct earthen embankments, particularly along the Elkcam canal.

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The LMS project prioritization list also includes a George Street Canal Dredging and Seawalls project, related to the canal study in the 2024-2025 CIPs. Maintenance and improvement of canals and connecting stormwater ditches is also recommended. The Stonecrop Upstream Drainage project, listed on the current City CIPs and LMS lists, intends to armor the banks of the ditch and upsize culverts to offer protection and enhanced drainage within the Stonecrop area.

CONCHA WATER CONTROL STRUCTURE

The Concha Water Control Structure (also known as the Elkcam Waterway Control Structure, **Figure 10**) is a notched weir structure located on the Elkcam Waterway. The structure is located in the southwestern portion of the City of Sebastian, between Concha Drive and Joy Haven Drive. The structure controls flow from the City's stormwater canal system to the St. Sebastian River, eventually outfalling into the Indian River Lagoon. City staff indicated that the structure and nearby banks were overtopped due to Hurricane Ian in 2022.



Figure 10: Concha Water Control Structure (Looking Upstream)

A Concha Dam Repair project was listed in the SWMP and FY 2024-2024 CIPs to repair the metal bulkhead and concrete cap. Per an inspection of the structure it was deemed that only repairs were necessary; as of the time of publication of this plan, the repair/maintenance of the structure is underway.

STORMWATER PARK

The creation of the City of Sebastian Stormwater Park was collaboratively funded by the SJRWMD. It consists of a series of stormwater treatment areas designed to provide additional storage for runoff and removal of nitrogen and phosphorus. The park also serves as a recreation area, with designated walking trails and facilities for visitors. The City is currently responsible for the maintenance of the park.

The City owns and maintains a stormwater pump station in the northwestern portion of the park. The pump station was not shown to be vulnerable in the Vulnerability Assessment. The stormwater treatment ponds onsite were not shown to be overtopped under the rainfall and storm surge scenarios. However, residential properties adjacent to the park in low-lying areas were shown to be impacted under these events, particularly along Englar Dr.

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SEBASTIAN-ROSELAND MUNICIPAL AIRPORT

The Sebastian-Roseland Municipal Airport is located in the northwestern portion of the City, and services personal and corporate aircrafts only. The Sebastian Municipal Golf Course is a City-owned facility on the southern portion of the airport property. An aerial view of the airport runway is shown in **Figure 11**.

The airport and golf course properties are primarily vulnerable to rainfall and storm surge-induced flooding in low-lying areas and adjacent water bodies. The Vulnerability Assessment did not evaluate buildings on the property of the airport. However, the flooding extents in **Figure 12** show many of the buildings along Airport Dr W (primarily warehouses used for storage) to be partially inundated under these events.



Figure 11: City of Sebastian Municipal Airport (Source: City of Sebastian)



Figure 12: 100-Year Rainfall Inundation - Sebastian Municipal Airport

The 2025-2026 FY CIP list includes 13 airport improvement projects. An Airport Masterplan update is proposed for FY 2027-2028, which includes an environmental review and planned drainage improvements. The CIP list also includes a renovations project for the adjacent golf course, including additional drainage features.

SEBASTIAN POLICE DEPARTMENT

The City has identified improvements to the Sebastian Police Department building. The roof of the building experienced leaking following Hurricanes Milton and Helene in 2024. At the time of publication of this Plan, the City has applied for both HMGP and HLMP funding to conduct a Police Department Roof Hardening project and are currently under review.

WORKING WATERFRONT

The Sebastian Working Waterfront (commonly referred to as Fisherman's Landing) is a designated area along the Indian River Lagoon reserved for restoration of the City's fishing history. The Working Waterfront is part of the Sebastian CRA and is supported by a grant from the Stan Mayfield Working Waterfronts Florida Forever grant program. This program supports land acquisition for fishermen, local businesses, and educational purposes. Development in the area is also supported by FIND grant funding, namely for landscaping and shoreline improvements.

The Working Waterfront currently consists of a fish market building and museum, fishing piers, and a series of boardwalks along the Lagoon. The 2025-2026 CIP list has two Working Waterfront projects; an expansion project including installation of a jetty, and a second project aiming to move the fish market/museum building further away from the coastline and install a riprap shoreline for coastal protection.

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MAJOR ROADWAYS AND EVACUATION ROUTES

The two main evacuation routes within the City of Sebastian are Sebastian Boulevard (County Road 512) and US Highway 1. Sebastian Boulevard is owned and maintained by Indian River County and runs diagonally through the center of the City. US Highway 1 is a state-owned roadway maintained by the Florida Department of Transportation (FDOT) and runs parallel to the Indian River Lagoon on the eastern portion of the City.

Indian River Drive, Main Street, Barber Street, and Schumann Drive are classified as major roadways owned and operated by the City. Indian River Drive is located parallel to the Indian River Lagoon, directly to the east of US Highway 1. Main Street, Barber Street, and Schumann Drive are located centrally within the City.

The 2024-2025 FY CIP list has slated two roadway improvement projects focusing on repaving and roadway reconstruction. A Roadway Assessment Pavement Condition Index (PCI) project is listed on the 2025-2026 CIPs to assess current roadway conditions and propose improvements. The current County LMS project prioritization list includes a bridge replacement along Barber Street, a replacement of the existing sidewalk and retaining wall along Indian River Drive, and installation of a new box culvert along Schumann Drive. Drainage and roadway improvements via the LMS list are also slated for the Fleming Street bridge, Laconia Street, Riviera Avenue and Gardenia Street, and the Stonecrop area.

The major roadways and evacuation routes within the City of Sebastian are outlined in **Figure 13**.

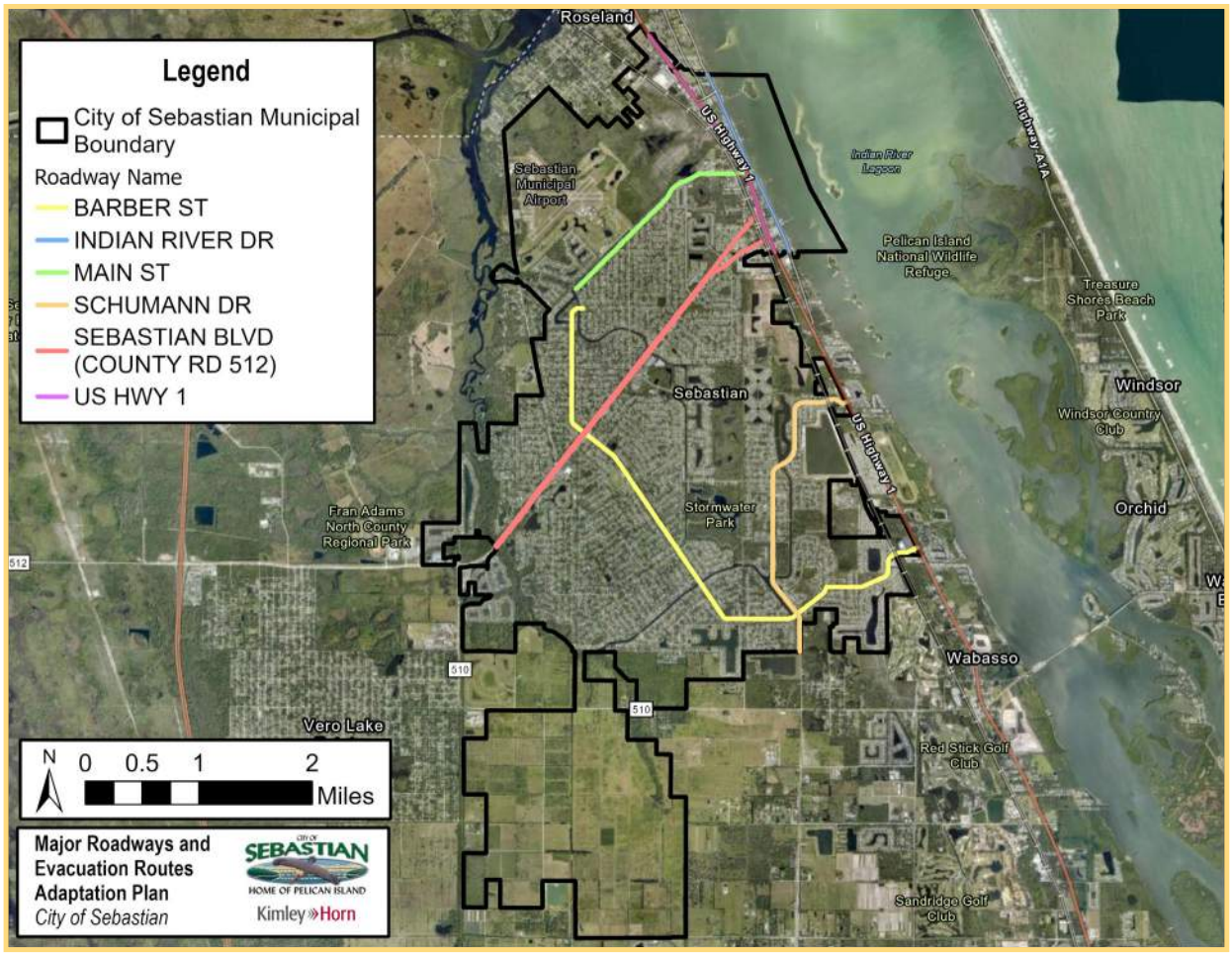
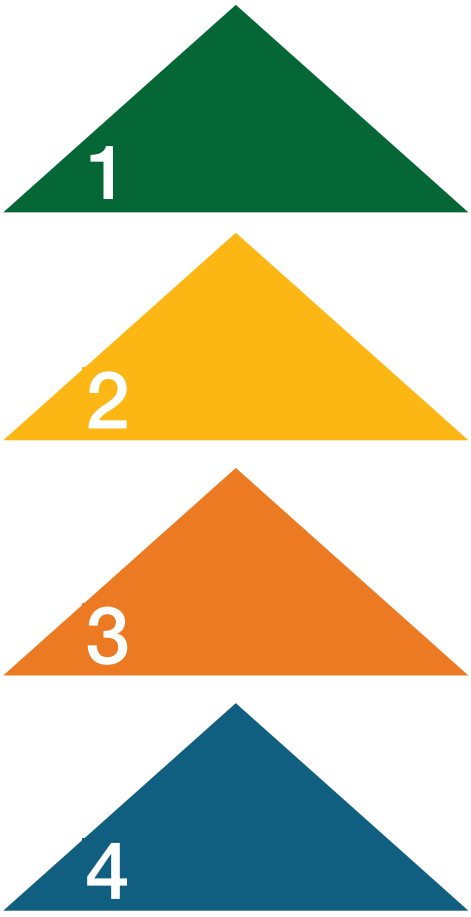


Figure 13: Major Roadways and Evacuation Routes

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Identification of Adaptative Strategies

Adaptive strategies are proposed physical or planning solutions that aim to increase resiliency and strengthen the City against future, more intense flooding events. Slated City projects were reviewed from the 2024-2025 and 2025-2026 CIP lists, LMS Project Prioritization List, the 2023 SWMP, and the City's internal working project list to identify strategies intended to increase resiliency of the City. New strategies have also been proposed based on the current adaptive capacity of the City and flood vulnerabilities. Per the Florida Adaptation Planning Guidebook, adaptive strategies may be classified as protection, accommodation, retreat, or avoidance-focused solutions. The following sections describe each classification and project in further detail.



1. Protection

Structurally defensive measures that directly protect vulnerable structures.

2. Accommodation

Strategies to alter the physical design of vulnerable structures.

3. Retreat

Strategies to gradually retreat from vulnerable areas or assets.

4. Avoidance

Strategies to guide new development away from vulnerable areas through policy change or incentives.

Protection

Protection strategies play a crucial role in Adaptation Planning by safeguarding both human lives and natural systems from the adverse impacts of environmental changes. These strategies are structurally defensive measures that directly protect vulnerable structures, allowing them to be left largely unaltered. These strategies can include measures such as constructing sea walls to defend against storm surge or enhancing ecosystem resilience through restoration. By prioritizing the protection of vulnerable areas and assets, these strategies help mitigate potential damage, preserve vital resources, and ensure the stability of communities in the face of evolving threats. Ultimately, protection strategies form the first line of defense, enabling a buffer against immediate risks while working towards long-term adaptation and sustainability goals.

Table 1 lists the Protection strategies planned and/or proposed within the City of Sebastian. A short-term project is one that is completed in less than 5 years, while a long-term project extends beyond 5 years for completion.

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Table 1: Protection Strategies

Protection Strategy	Term	Source	Description
Repair/Replace Concrete Seawalls and Riprap Shorelines	Short	Proposed Strategy	Repair of concrete or metal seawalls along the canal system, or replacement/repair of riprap seawalls along the coastline.
Living Shoreline	Short	Proposed Strategy	Install a natural living shoreline system along the Indian River Lagoon coastline using native plants.
Install Check Valves along Coastline Outfalls	Short	Proposed Strategy	Install check valves on the stormwater outfalls to the Indian River Lagoon.
Install Deployable Flood Barriers at Vulnerable Assets	Short	Proposed Strategy	Install portable flood barriers ahead of major storm events in front of/around critical City buildings and/or infrastructure.
Main Street Shoreline Stabilization	Short	2024-2025 CIPs	Shoreline stabilization and area improvements for area south of Main Street Boat Ramp.
Swing and Bench Park	Short	2025-2026 CIPs	Stabilize shoreline and add sidewalk, seating and ADA access.
Commercial Clear Span Shelter	Short	2025-2026 CIPs	Clear span commercial shelters.
Working Waterfront Expansion	Short	2025-2026 CIPs	Expansion of the Working Waterfront Submerged Land Lease and Addition of Dock Facilities - Phase I.
Art Center Roof Replacement	Short	2025-2026 CIPs	Replace the art center roof.
Police Dept Roof Hardening	Short	2025-2026 CIPs	Hardening of police department emergency operations center by sealing/enclosing windows and strengthening the roof structure to a concrete slab.
Police Dept Roof Replacement	Short	2025-2026 CIPs	Re-roofing of the police department tile roof based on an engineering report completed in June 2025.

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Protection Strategy	Term	Source	Description
Elkcam Canal Dredging and Seawalls	Short	LMS	Reduces the exposure of possible flooding and property damage to residential homes, businesses, and city owned facilities.
Sebastian Police Dept. EOC Roof Hardening	Short	LMS	Hardening existing EOC room within the Sebastian Police Department, sealing up windows and roof strengthening to the roof section to FL Building Risk code Category IV for essential operations.
George Street Canal Dredging and Seawalls	Short	LMS	Reduces the exposure of flooding and property damage to residential homes, businesses, and city owned facilities.
Indian River Drive Retaining Wall and Sidewalk	Short	LMS	Removal and replacement of existing sidewalk and retaining wall. Location has eroded from storm surges within the lagoon and past heavy rains causing the retaining wall and sidewalk to be destabilized and lean into the lagoon.
Harbor Point Waterway and Collier Waterway North Improvements	Short	2023 SWMP	Dredging and disposal of 3 ft (46,900 CY) of sediment from approximately 10,550 LF of trapezoidal open channel (12' bottom width, 4:1 side slopes), clear & grub, regrade, and sod approximately 211,000 SF of side slope area.

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Protection Strategy	Term	Source	Description
Central Collier Waterway Improvements - North Section	Short	2023 SWMP	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 8,550 LF of canal banks, demolition and reconstruction of existing dock structures and fences, abandon existing bulkheads in place, installation of approximately 8,550 LF of vinyl sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap on water side of existing bulkhead, dredging 3' of sediment from approximately 4,270 LF of canal, regrading and resodding of approximately 171,000 SF of canal easement area (20 ft behind bulkhead).
Central Collier Waterway Improvements - South Section	Short	2023 SWMP	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 11,350 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of of approximately 5,700 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 5,770 LF of vinyl sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 5,770 LF of canal, regrading and resodding of approximately 230,800 SF of canal easement area (20 ft behind bulkhead and slope on Stormwater Park property).

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Protection Strategy	Term	Source	Description
Schumann Waterway Improvements	Short	2023 SWMP	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 12,200 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 12,200 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 12,200 LF of vinyl sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 6,100 LF of canal, regrading and resodding of approximately 244,000 SF of canal easement area (20 ft behind bulkhead). Not included in this project is a new culvert at Empress Avenue at the canal to allow continuous flow between North and South portions, which is going to be completed by a developer as they develop the property on the East.
Collier Waterway South Improvements	Short	2023 SWMP	Removal of approximately 14,800 LF of existing bulkheads, installation of approximately 14,800 LF of vinyl sheetpile bulkhead (20 ft panel length), dredging and vegetation removal of approximately 7,400 LF of canal.

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Protection Strategy	Term	Source	Description
Joy Haven Waterway Improvements	Short	2023 SWMP	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 7,400 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 2,500 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 7,400 LF of vinyl sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 3.700 LF of canal, regrading and resodding of approximately 148,000 SF of canal easement area (20 ft behind bulkhead).
Concha Dam Repair	Short	2023 SWMP	Removal and disposal of approximately 100 LF of existing metal bulkhead and concrete cap, installation of approximately 100 LF of metal sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap w/ weir, regrading and resodding of approximately 800 SF of canal easement area (20 ft behind bulkhead). Currently in design.
Coolidge Outfall Improvements	Short	2023 SWMP	Remove existing outfall pipe sections in manhole area, install new precast concrete 4' diameter manhole, install approximately 80 LF of A2000 pipe, install inline tide valve and manatee guard on new outfall pipe. Grout fill and abandon in place remaining existing outfall pipe sections under Mulligan's building.

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Protection Strategy	Term	Source	Description
Schumann Lake Improvements	Short	2023 SWMP	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 5,300 LF of lake banks, demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 3,500 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 5,300 LF of vinyl sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap, no dredging of lake, regrading and resodding of approximately 106,000 SF of lake easement area (20 ft behind bulkhead).

Accommodation

Accommodation strategies are vital for modifying systems and structures to better cope with the impacts of environmental changes. These strategies focus on adjusting current infrastructure via modification, retrofitting, or re-design to reduce vulnerability and enhance resilience. Accommodation strategies alter the physical design of vulnerable structures to allow the element to stay in place with modification. This may involve enhancing infiltration and drainage, increased storage capacity, or providing maintenance to improve flow or conveyance.

Table 2 lists the Accommodation Strategies proposed or planned within the City of Sebastian. A short-term project is one that is completed in less than 5 years, while a long-term project extends beyond 5 years for completion.

Table 2: Accommodation Strategies

Accommodation Strategy	Term	Source	Description
Indian River Drive and Sebastian Boulevard Roadway Improvements	Long	Proposed Strategy	Implementation measures to improve roadway drainage and strengthen roadway infrastructure to withstand extreme storm events. Includes expansion of pipes and modification of existing stormwater systems along Indian River Drive and Sebastian Boulevard.

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Accommodation Strategy	Term	Source	Description
Stormwater Canal and Ditch System Maintenance and Improvements	Long	Proposed Strategy	Improvements to City-owned and maintained canal and ditch systems; includes vegetation removal, maintenance, and dredging to enhance conveyance.
Dry Floodproofing Measures on City Buildings	Short	Proposed Strategy	Installing floodproofing measures on City buildings to prevent floodwater from encroaching into building finished floor.
Install Flood Vents in City Buildings (Wet-Proofing)	Short	Proposed Strategy	Install flood vents on vulnerable City buildings to prevent structural damage from incoming flood waters.
Culvert/Stormwater Pond System Retrofits	Short	Proposed Strategy	Structure modifications/retrofits to enhance existing stormwater ponds.
Low-Impact Development (LID) Measures	Long	Proposed Strategy	Construction of bioswale and permeable paver systems along Indian River Dr or within City parks.
Sebastian Yacht Club Building Modifications	Long	Proposed Strategy	Modifications to the building design of the yacht club to elevate the finished floor to protect against tidal and storm surge influences.
Elevate Proposed Emergency Evacuation Route (Laconia Ave)	Long	Proposed Strategy	Corresponds to the Laconia Ave Extension Project. Elevate the proposed evacuation route above the 100-year base flood elevation, and allow flow to pass underneath the roadway.
Street Preservation (Repaving)	Short	2025-2026 CIPs	Double Microsurfing, and Cape Sealing for streets programmed by the Pavement Management Consultant to address preservation.

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Accommodation Strategy	Term	Source	Description
Street Reconstruction	Short	2025-2026 CIPs	Reconstruction including milling and overlay or full depth reclamation roadway work. Reconstruction includes swale regrading and driveway work along all roads with reconstruction or preservation work.
Sidewalk Repair/ Replacement	Long	2025-2026 CIPs	City sidewalk repair and replacement.
Main Street Ramp Dredging	Short	2025-2026 CIPs	Dredging of the area around Main Street Boat Ramp to provide better ingress and egress for boaters.
Riverview Park Improvements	Long	2025-2026 CIPs	Implementation of CRA Master Plan infrastructure improvements for the Riverview Park area including a Splash Pad and an event center.
Schumann Park Courts Upgrade	Short	2025-2026 CIPs	Resurface all of the tennis and basketball courts at Schumann Park. Replace nets and stations, reline courts. Replace basketball rims and backboards. Replace all court and site lighting with LED.
Friendship Park Tennis Court Upgrades	Short	2025-2026 CIPs	Replace court lighting with LED, replace court fencing, reapply clay and lines.
Garden Club Park	Short	2025-2026 CIPs	Completion of trail around Garden Club Park, new park amenities, landscaping, lighting, flagpole.
Slip Lining/Pipe Replacement	Long	2025-2026 CIPs	Replacing pipe or slip lining when practical to repair existing drainage pipe and increase the lifespan.
Stonecrop Upstream Drainage	Short	2025-2026 CIPs	Alteration of upstream areas draining to the Stonecrop Drainage Basin following completion of the improvements from Stonecrop to Laconia Street.

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Accommodation Strategy	Term	Source	Description
Schumann Drive Culvert	Short	2024-2025 CIPs	Replace an existing culvert pipe connecting the Schumann waterway and Elkcam canal. Same as Schumann Drive Box Culvert (LMS).
Barber Street Sports Complex Pipe	Short	2025-2026 CIPs	60" of drainage pipe to be placed under park's field.
Pond Dredging	Short	2025-2026 CIPs	Pond dredging starting with two of our city parks - Easy Street Park and Garden Club Park. Same as Dredging and Muck Removal of 8 Stormwater Ponds (LMS).
Barber Street Stormwater Storage	Short	2025-2026 CIPs	Provide underground stormwater storage and treatment at the Barber Street Sports Complex.
Course Renovations	Long	2024-2025 CIPs	Rebuild Greenside Bunkers, Including Improving the contours, additional drainage, new sand and sod.
Barber Street Bridge Replacement	Short	LMS	Ensures traffic circulation, emergency response, and public transportation from the city to U.S. #1, C.R. 512, and I-95.
Fleming Street Bridge Replacement	Short	LMS	Ensures traffic circulation, emergency response, and public transportation from the city to U.S. #1, C.R. 512, and I-95.
Laconia Avenue Extension	Long	LMS	This project will provide a major emergency evacuation route that will include a new bridge over the St. Sebastian River. It will provide a much needed major escape route not directly impacted by the Florida East Coast Railway.
Culvert/Pipe for Stonecrop Main Ditch Alignment	Short	LMS	Ensures circulation of stormwater system and reduces possible flooding and property damage.

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Accommodation Strategy	Term	Source	Description
Dredging and Muck Removal of 8 Stormwater Ponds	Short	LMS	Dredging will increase storage capacity for the Sebastian water control system, decreasing localized flooding. Same as Pond Dredging (2025-2026 CIPs).
Culvert Replacement for Ditch/Street Crossings	Short	LMS	Replace all ditch culverts that intersect streets to promote better drainage.
Riviera and Gardenia Drainage Improvement	Short	LMS	This project will provide and mitigate flooding in a residential area within the City of Sebastian
Stonecrop Drainage Upstream Improvements	Short	LMS	Armoring the banks of the Stonecrop ditch and replacing and upsizing the culverts to minimize restrictions of water flow into the ditch as well as the treatment area.
Schumann Drive Box Culvert	Short	LMS	Installation of box culvert at a single location of a single culvert pipe connecting 2 canal ways. Same as Schumann Drive Culvert (2024-2025 CIPs).
Ocean Cove Drainage Repair	Short	2023 SWMP	Reconstruction of approximately 2,000 LF of trapezoidal ditch between Crystal Mist and Carnival Terrace from Clearbrook St to Periwinkle to stabilize side slopes and maintain conveyance capacity.
Day Drive Retention Area Restoration	Short	2023 SWMP	Desilt culvert, clear vegetation over 0.25 ac, excavate 3 feet (approximately 3,200 CY) and regrade approximately 0.80 ac (175'x425') retention pond and drainage swale to design grades to restore proper retention volume.

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Accommodation Strategy	Term	Source	Description
Benedictine Area Culvert Improvements	Short	2023 SWMP	Increase the conveyance capacity of the Benedictine Area Stormwater Network: Replace existing twin 36" culverts at Barber St crossing South of intersection with Rolling Hill Dr, Dredging and expanding the existing open channel from Barber St crossing and the Rolling Hill Drive crossing, replace existing 36" culvert at Rolling Hill Drive (just N of 414 Rolling Hill Dr.), replace existing 24" culvert at Benedictine Terrace, replace existing twin 24" culverts at Coverbrook Lane.
Bryant/Friar Court Retention Pond	Short	2023 SWMP	Construct new approximately 1.0 ac retention pond in the property just N of 105 Friar Ct., appears to be a Park property. Regrade perimeter swales if needed to drain to retention pond. There is some modeled flooding in the area - minor regrading may help to focus the stormwater in the park area.
Hardee Dam Retrofit Gates	Short	2023 SWMP	Currently has wood panels acting as the gates. These have been leaking beneath the dam and the dam will eventually have to be replaced. Per City staff, the concrete is still in ok condition, stoplogs need replacement.
Rosebush Retention Basin	Short	2023 SWMP	Approximately 2.5 ac vacant City-owned property E of 768 Newhall Terrace available to create an additional retention basin to help with flooding in this area.

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Accommodation Strategy	Term	Source	Description
Blossom Ditch Drainage Improvements	Short	2023 SWMP	Dredge Blossom Ditch and create positive drainage in the ditch and in the connecting pipes from the N alleviating flooding along Lanco Ave and Blossom Dr. 2006 Construction Plans developed but not constructed. Add 12'x24' NSBB to outfall for quality.
Drainage Improvements at Hazel and Lloyd St	Short	2023 SWMP	Add a culvert crossing at Fordham St to allow flow to travel north to twin ditches, includes regrading open channels and upsizing the downstream culverts from Fordhams St to Twin Ditches
Stormwater Park Operation	Short	2023 SWMP	The stormwater pumps are not currently operated using the Float system and therefore do not operate during wet weather events. Repair controls.
Stonecrop Retention Area	Short	2023 SWMP	Modify the control structure. Currently the Stonecrop ditch enters the retention area, at elevations 7.38ft and 7.62ft, two 60inch culverts. The compound weir dimensions are summarized below: 2.16ft wide at elevation 6.557ft and 18ft wide at elevation 9.067ft. The weir elevations prevent free discharge from the Stonecrop Ditch. Add inline tide valves on the two 60" pipes under Stonecrop Dr.

Retreat

Retreat strategies focus on relocating people, infrastructure and activities away from areas increasingly at risk due to environmental changes. Retreat strategies are often implemented where protection or accommodation will not be efficient or effective. These strategies involve phased retreat from vulnerable regions such as floodplains or coastal areas prone to erosion due to sea level rise or tidal impacts. By strategically withdrawing from high-risk areas, future damage can be mitigated, exposure hazards can be reduced, and lives and investments can be protected. These strategies can be voluntary, incentivized, or a phased combination of the two.

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Table 3 lists Retreat Strategies proposed or planned within the City of Sebastian. A short-term project is one that is completed in less than 5 years, while a long-term project extends beyond 5 years for completion.

Table 3: Retreat Strategies

Retreat Strategy	Term	Source	Description
Relocation of Vulnerable City Facilities	Long	Proposed Strategy	Phased relocation of vulnerable City buildings away from the coastline. May include parks facilities, cultural sites, community centers, etc.
Asset Abandonment	Long	Proposed Strategy	Future strategy that may apply to vulnerable roadways, buildings or other assets. City may abandon the asset and leave it for the community to manage.
Fisherman's Landing Working Waterfront	Short	2025-2026 CIPs	Link several parcels together to educate the public about the commercial fishing heritage of the community through the restoration of retail/wholesale fish house, exhibitions, educational venues and events. Involves demolishing an existing building and reconstructing further back,
Construction of Multifunctional/EOC Space	Short	LMS	Construction of a new Emergency Operations Center.

Avoidance and Planning

Avoidance strategies play a vital role in adaptation planning as they focus on limiting development or expansion of infrastructure in areas prone to environmental risks. These strategies are often implemented as policies and often incorporate an incentivization element to encourage participation and compliance. Common avoidance measures include revisions to land-use planning regulations and zoning laws, and enforcement of more restrictive building codes that direct new development away from vulnerable areas or hold them to a higher level of service. These proactive strategies not only help in minimizing future damage but also promote safer, more resilient community growth. By integrating avoidance strategies, adaptation plans can effectively manage risk and ensure that development aligns with long-term sustainability objectives.

Table 4 lists the Avoidance and Planning Strategies proposed and planned within the City of Sebastian. A short-term project is one that is completed in less than 5 years, while a long-term project extends beyond 5 years for completion.

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Table 4: Avoidance and Planning Strategies

Avoidance Strategy	Term	Source	Description
Updated Stormwater Masterplan	Long	Proposed Strategy	Revise the existing SWMP (last updated 2023) to incorporate the newly acquired City area south of Laconia St.
Bridge Assessment	Short	Proposed Strategy	Conduct inspections of the bridges across the City canal system and along evacuation routes to identify potential vulnerabilities and identify any necessary repairs.
Local Mitigation Strategy Plan Update	Short	Proposed Strategy	Incorporate adaptation plan and proposed resiliency strategies into the County LMS Plan; recently updated in 2025. Next update slated for 2030.
Road Raising Implementation Plan	Long	Proposed Strategy	Study to evaluate phased roadway raising and agreements with landowners to give up land for ROW. In case of noncooperation, may also include plan to convert smaller residential roads into one-way streets.
Redefine City Level of Service (LOS)	Short	Proposed Strategy	Enforce more stringent LOS standards for design. Must ensure the City has the adaptive capacity to manage in terms of staffing, maintenance, and funding.
Modify City Stormwater Utility	Short	Proposed Strategy	Modify the provisions of the existing Stormwater Utility to levy a higher rate for property owners with a larger environmental impact (for example, having a greater impervious footprint, located closer to the coast, etc.).
Roadway Assessment PCI	Short	2025-2026 CIPs	Roadway assessment to measure current roadway conditions.

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Avoidance Strategy	Term	Source	Description
SMART Irrigation System Plan	Short	2025-2026 CIPs	Evaluation and development of irrigation standards to be used throughout the city for efficient use of water, system maintenance and water conservation.
Riverview Park Masterplan	Short	2025-2026 CIPs	Implementation of Riverview Master Plan Phasing.
Canal Study	Short	2024-2025 CIPs	Complete a comprehensive study/analysis of the existing canals and create a preliminary design for repairs
CDBG Grant Program	Short	2025-2026 CIPs	HUD Community Development Block Grant Program.
Airport Masterplan	Short	2025-2026 CIPs	Update Airport Master Plan.
Stormwater Masterplan Feasibility Study	Short	LMS	Related to canal study in 2024-2025 CIPs. Alteration of canal embankment from a vertical sheet pile system to sloped embankment.
CRA Sewer Service/IRC Interlocal Agreement	Long	Internal City Project List	An agreement between the City CRA and Indian River County outlining water and sewer service responsibilities. Interlocal agreement first effective in September 1995 but updates underway to modify the obligations of both parties. Also involves providing funding for homeowners to switch to a nutrient reducing septic system.
Future City Enhancement Program	Long	Internal City Project List	A funding source set aside for future City enhancement projects acquired from the sale of the old City public works compound.

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Adaptive Capacity Ranking Criteria

Adaptive capacity ranking criteria were developed with guidance from the Florida Adaptation Planning Guidebook. The assumed definitions for the ranking criteria used are as follows:

Table 5: Ranking Criteria – Community Support

Community Support	
0	Strategy has no known support
1	Strategy has been used within the City successfully in the past
2	Strategy has been identified by the community during the public meeting
3	Strategy has both been used within the City successfully in the past and has been identified by the community during the public meeting

Table 6: Ranking Criteria - Technically Feasible

Technically Feasible	
0	Strategy is unlikely to be technically feasible, provided local conditions
1	Strategy is anticipated to have high constraints provided local conditions
2	Strategy is anticipated to have moderate constraints provided local conditions
3	Strategy is anticipated to have minimal constraints provided local conditions

Table 7: Ranking Criteria - Administrative Capacity

Administrative Capacity	
0	No funding available and City staff unable to promote and maintain infrastructure
1	Partial funding available and potential for City staff to be available to maintain infrastructure
2	Project fully funded and limited City staff available to maintain
3	Project fully funded and City staff available to maintain

Table 8: Ranking Criteria – Ordinance in Place

Ordinance in Place	
0	Strategy has no ordinance in place
3	Strategy has ordinance in place for implementation

Table 9: Ranking Criteria - Life Cycle Costs

Life Cycle Costs	
0	Life cycle costs are increased; provides no resilience dividends
1	Life cycle costs are increased; provides minimal resilience dividends
2	Life cycle costs are increased; provides significant resilience dividends

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Table 10: Ranking Criteria – Project Scale

Project Scale	
1	Local
2	Intermediate
3	Regional

Table 11: Ranking Criteria - Resilience

Resilience	
1	Minimal benefit to resiliency
2	Existing conditions maintained and/or integrity of asset for use or accessibility maintained
3	Aims to increase resiliency or reduce flooding by improving overall functionality of asset
4	Aims to increase resiliency by reducing flooding against 100-year/24-hour rainfall event
5	Aims to increase resiliency by reducing flooding against 100-year/24-hour storm surge event

Table 12: Ranking Criteria - Construction Cost

Construction Cost	
1	High cost to complete and construct strategy (if applicable), >$200,001
2	Moderate cost to complete and construct strategy (if applicable), $50,001-$200,000
3	Low cost to complete and construct strategy (if applicable), < $50,000

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Ranking of Adaptive Strategies and Needs

The following table presents the ranking of the proposed adaptation strategies using the criteria outlined in the previous section.

Table 13: Ranking of Adaptive Strategies and Needs

Strategy Type	Strategy Name	Strategy Description	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (out of 25)
Protection	Repair/Replace Concrete Seawalls and Riprap Shorelines (Grey Infrastructure)	Repair of concrete or metal seawalls along the canal system, or replacement/repair of riprap seawalls along the coastline.	3	2	1	3	2	3	5	1	20
	Living Shoreline (Green Infrastructure)	Install a natural living shoreline system along the Indian River Lagoon coastline using native plants.	2	2	0	3	2	2	3	2	16
	Install Check Valves along Coastline Outfalls	Install check valves on the stormwater outfalls to the Indian River Lagoon.	1	3	1	3	2	2	5	2	19
	Install Deployable Flood Barriers at Vulnerable Assets	Install portable flood barriers ahead of major storm events in front of/ around critical City buildings and/or infrastructure.	0	3	0	3	2	1	5	2	16
Accommodation	Indian River Drive and Sebastian Boulevard Roadway Improvements	Implementation measures to improve roadway drainage and strengthen roadway infrastructure to withstand extreme storm events. Includes expansion of pipes and modification of existing stormwater systems along Indian River Drive and Sebastian Boulevard.	1	2	0	3	2	2	4	1	15
	Stormwater Canal and Ditch System Maintenance and Improvements	Improvements to City-owned and maintained canal and ditch systems; includes vegetation removal, maintenance, and dredging to enhance conveyance.	3	2	0	3	2	3	3	1	17
	Dry Floodproofing Measures on City Buildings	Installing floodproofing measures on City buildings to prevent floodwater from encroaching into building finished floor.	0	3	0	0	2	1	5	2	13
	Install Flood Vents in City Buildings (Wet-Proofing)	Install flood vents on vulnerable City buildings to prevent structural damage from incoming flood waters.	0	3	0	0	2	1	5	2	13
	Culvert/Stormwater Pond System Retrofits	Structure modifications/retrofits to enhance existing stormwater ponds.	1	2	1	3	2	3	5	1	18
	Low-Impact Development (LID) Measures	Construction of bioswale and permeable paver systems along Indian River Dr or within City parks.	3	2	0	3	2	2	3	1	16
	Sebastian Yacht Club Building Modifications	Modifications to the building design of the yacht club to elevate the finished floor to protect against tidal and storm surge influences.	0	2	0	3	2	1	5	2	15
	Elevate Proposed Emergency Evacuation Route (Laconia Ave)	Corresponds to the Laconia Ave Extension Project. Elevate the proposed evacuation route above the 100-year base flood elevation, and allow flow to pass underneath the roadway.	0	1	1	0	2	3	4	1	12
Retreat	Relocation of Vulnerable City Facilities	Phased relocation of vulnerable City buildings away from the coastline. May include parks facilities, cultural sites, community centers, etc.	0	1	0	0	2	1	5	2	11
	Asset Abandonment	Future strategy that may apply to vulnerable roadways, buildings or other assets. City may abandon the asset and leave it for the community to manage.	0	3	3	0	2	1	2	3	14

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Strategy Type	Strategy Name	Strategy Description	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (out of 25)
Accommodation and Planning	Updated Stormwater Masterplan	Revise the existing SWMP (last updated 2023) to incorporate the newly acquired City area south of Laconia St.	1	3	1	3	1	3	3	1	16
	Bridge Assessment	Conduct inspections of the bridges across the City canal system and along evacuation routes to identify potential vulnerabilities and identify any necessary repairs.	0	3	0	3	1	3	2	1	13
	Local Mitigation Strategy Plan Update	Incorporate adaptation plan and proposed resiliency strategies into the County LMS Plan; recently updated in 2025. Next update slated for 2030.	1	3	3	3	1	3	3	3	20
	Road Raising Implementation Plan	Study to evaluate phased roadway raising and agreements with landowners to give up land for ROW. In case of noncooperation, may also include plan to convert smaller residential roads into one-way streets.	0	2	0	0	1	3	4	1	11
	Redefine City Level of Service (LOS)	Enforce more stringent LOS standards for design. Must ensure the City has the adaptive capacity to manage in terms of staffing, maintenance, and funding.	0	2	1	3	1	3	4	3	17
	Modify City Stormwater Utility	Modify the provisions of the existing Stormwater Utility to levy a higher rate for property owners with a larger environmental impact (for example, having a greater impervious footprint, located closer to the coast, etc.)	0	2	3	0	2	3	3	3	16

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Capital Improvement Plans

A virtual meeting was held with the City of Sebastian on August 21, 2025 to conduct a review of the 2024-2025 and 2025-2026 Fiscal Year (FY) Capital Improvement Projects (CIPs) and LMS Project Prioritization List. The purpose of reviewing these projects was to identify resiliency-focused projects that the City is currently engaging in, to present the suggested ranking criteria, and identify the City's current adaptive capacity. The CIPs discussed in this meeting are listed and ranked in the following section according to the listed ranking criteria. If a project was listed in both the 2024-2025 and 2025-2026 CIPs, it was only ranked once.

Ranking of Capital Improvement Projects

Table 14: Ranking of Capital Improvement Projects

	Project Name	Project Type	Project Description	Fiscal Year	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)	Notes and Recommendations
Roads	Street Preservation (Repaving)	Accommodation	Double Microsurfing, and Cape Sealing for streets programmed by the Pavement Management Consultant to address preservation.	2025-2026 2026-2027 2027-2028 2028-2029	$1,100,000 $1,058,750 $1,056,000 $1,925,000	1	2	2	3	2	3	2	1	16	Involves recreation of swale systems.
	Street Reconstruction	Accommodation	Reconstruction including milling and overlay or full depth reclamation roadway work. Reconstruction includes swale regrading and driveway work along all roads with reconstruction or preservation work.	2025-2026 2026-2027 2027-2028 2028-2029	$2,447,500 $1,974,500 $1,666,500 $1,551,000	1	2	2	3	2	3	2	1	16	
	Roadway Assessment PCI	Avoidance and Planning	Roadway assessment to measure current roadway conditions.	2025-2026	$70,000	1	3	3	3	1	3	3	2	19	
	Sidewalk Repair/ Replacement	Accommodation	City sidewalk repair and replacement.	2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031	$120,000 $90,000 $90,000 $90,000 $90,000 $90,000	1	2	2	3	2	3	2	2	17	Opportunity to implement green infrastructure. Involves maintaining existing swale system.
Parks and Recreation	SMART Irrigation System Plan	Avoidance and Planning	Evaluation and development of irrigation standards to be used throughout the city for efficient use of water, system maintenance and water conservation.	2026-2027 2027-2028 2028-2029 2029-2030 2030-2031	$25,000 $25,000 $25,000 $25,000 $25,000	0	3	3	3	2	3	3	3	20	
	Main Street Ramp Dredging	Accommodation	Dredging of the area around Main Street Boat Ramp to provide better ingress and egress for boaters.	2025-2026	$500,000	3	2	2	3	2	1	3	1	17	
	Main Street Shoreline Stabilization	Protection	Shoreline stabilization and area improvements for area south of Main Street Boat Ramp.	2024-2025	$100,000	3	3	3	3	2	1	5	2	22	
	Riverview Park Improvements	Accommodation	Implementation of CRA Master Plan infrastructure improvements for the Riverview Park area including a Splash Pad and an event center.	2025-2025 2025-2026 2026-2027	$1,000,000 $1,000,000 $1,000,000	1	2	3	3	1	1	2	1	14	

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	Project Name	Project Type	Project Description	Fiscal Year	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)	Notes and Recommendations
Parks and Recreation	Schumann Park Courts Upgrade	Accommodation	Resurface all of the tennis and basketball courts at Schumann Park. Replace nets and stations, reline courts. Replace basketball rims and backboards. Replace all court and site lighting with LED.	2026-2027 2027-2028	$610,000 $200,000	1	2	3	3	1	1	2	1	14	
	Friendship Park Tennis Court Upgrades	Accommodation	Replace court lighting with LED, replace court fencing, reapply clay and lines.	2026-2027	$315,000	1	2	3	3	1	1	2	1	14	
	Garden Club Park	Accommodation	Completion of trail around Garden Club Park, new park amenities, landscaping, lighting, flagpole.	2025-2026	$450,000	1	2	3	3	1	1	2	1	14	
	Riverview Park Masterplan	Avoidance and Planning	Implementation of Riverview Master Plan Phasing.	2026-2027	$1,000,000	1	3	3	3	1	1	3	1	16	To involve stormwater design elements.
	Swing and Bench Park	Protection	Stabilize shoreline and add sidewalk, seating and ADA access.	2025-2026	$400,000	3	3	3	3	2	1	5	1	21	Aims to address erosion along the shoreline from past storm events. Stabilization has been designed, permit received, and City has applied for FIND funding. Could also apply for Florida Resilient program.
Stormwater	Slip Lining/Pipe Replacement	Accommodation	Replacing pipe or slip lining when practical to repair existing drainage pipe and increase the lifespan.	2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031	$160,000 $180,000 $180,000 $180,000 $180,000 $180,000	1	2	2	3	2	3	4	2	19	
	Canal Study	Avoidance and Planning	Complete a comprehensive study/ analysis of the existing canals and create a preliminary design for repairs	2024-2025 2025-2026	$95,000 $40,000	3	3	3	3	1	3	3	2	21	Study intends to evaluate using earthen bank slopes as opposed to concrete/sheet pile seawalls, which are primarily privately-owned. City has applied for FDEM funding.

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	Project Name	Project Type	Project Description	Fiscal Year	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)	Notes and Recommendations
Stormwater	Stonecrop Upstream Drainage	Accommodation	Alteration of upstream areas draining to the Stonecrop Drainage Basin following completion of the improvements from Stonecrop to Laconia Street.	2025-2026 2026-2027	$310,000 $345,000	3	2	2	3	2	2	5	1	20	
	Schumann Drive Culvert	Accommodation	Replace an existing culvert pipe connecting the Schumann waterway and Elkcam canal. Same as Schumann Drive Box Culvert (LMS).	2024-2025	$750,000	1	2	1	3	2	2	4	1	16	
	Commercial Clear Span Shelter	Protection	Clear span commercial shelters.	2025-2026	$450,000	1	3	3	3	1	1	4	1	17	Structure used to house stormwater equipment.
	Barber Street Sports Complex Pipe	Accommodation	60" of drainage pipe to be placed under park's field.	2025-2026	$50,000	1	2	2	3	2	1	4	3	18	
	Pond Dredging	Accommodation	Pond dredging starting with two of our city parks - Easy Street Park and Garden Club Park.	2026-2027	$635,810	3	2	2	3	2	3	4	1	20	Same as Dredging and Muck Removal of 8 Stormwater Ponds (LMS).
	Barber Street Stormwater Storage	Accommodation	Provide underground stormwater storage and treatment at the Barber Street Sports Complex.	2027-2028	$3,100,000	1	2	2	3	2	1	3	1	15	
Golf Course	Course Renovations	Accommodation	Rebuild Greenside Bunkers, Including Improving the contours, additional drainage, new sand and sod.	2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 2029-2030	$50,000 $50,000 $50,000 $50,000 $50,000 $50,000	1	2	2	3	2	1	3	3	17	Involves general maintenance of golf course and sand traps. May involve addition of a retention area and an opportunity for treatment credits.
Community Development	CDBG Grant Program	Avoidance and Planning	HUD Community Development Block Grant Program.	2025-2026 2026-2027 2027-2028 2028-2029 2029-2030	$116,000 $116,000 $116,000 $116,000 $116,000	1	3	3	3	2	3	4	2	21	Provides funding for homeowners to address wind impacts, hurricanes, and aging improvements.

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	Project Name	Project Type	Project Description	Fiscal Year	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)	Notes and Recommendations
Community Development	Working Waterfront Expansion	Protection	Expansion of the Working Waterfront Submerged Land Lease and Addition of Dock Facilities - Phase I.	2025-2026 2026-2027	$500,000 $500,000	1	3	3	3	2	1	5	1	19	Involves addition of a jetty.
	Fisherman's Landing Working Waterfront	Retreat	Link several parcels together to educate the public about the commercial fishing heritage of the community through the restoration of retail/wholesale fish house, exhibitions, educational venues and events.	2025-2026 2026-2027	$435,620 $213,978	1	3	3	3	2	1	4	1	18	Involves tearing down an existing building and moving it further away. Involves a riprap shoreline.
Facilities Maintenance	Art Center Roof Replacement	Protection	Replace the art center roof.	2026-2027	$30,000	1	3	3	3	1	1	2	3	17	Structure used to house stormwater equipment.
	Police Dept Roof Hardening	Protection	Hardening of police department emergency operations center by sealing/enclosing windows and strengthening the roof structure to a concrete slab.	2025-2026	$250,000	1	3	3	3	2	1	5	1	19	Project ongoing.
	Police Dept Roof Replacement	Protection	Re-roofing of the police department tile roof based on an engineering report completed in June 2025.	2025-2026	$300,000	1	3	3	3	1	1	2	1	15	
Airport	Airport Masterplan	Avoidance and Planning	Update Airport Master Plan.	2027-2028	$500,000	1	3	3	3	2	3	4	2	16	
Internal City Project List (Previous CIPs)	CRA Sewer Service/IRC Interlocal Agreement	Avoidance and Planning	An agreement between the City CRA and Indian River County outlining water and sewer service responsibilities. Interlocal agreement first effective in September 1995 but updates underway to modify the obligations of both parties. Also involves providing funding for homeowners to switch to a nutrient reducing septic system.	2025	$100,000	1	3	3	0	2	3	3	2	17	Funding from General Fund.
	Future City Enhancement Program	Avoidance and Planning	A funding source set aside for future City enhancement projects acquired from the sale of the old City public works compound.	2025	$99,948	0	3	3	0	2	3	3	2	16	Funding from CONT.

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Local Mitigation Strategy

The City of Sebastian participates in the Florida Division of Emergency Management (FDEM) Local Mitigation Strategy (LMS) Working Group within Indian River County. Group representatives from each participating City meet approximately every six months to assess risks and vulnerabilities to natural disasters, coordinate updates to the Countywide LMS Plan (updated every 5 years), identify and prioritize projects to address risks, and discuss funding opportunities. Participation in LMS meetings and cooperation in the update to the plan is required by FDEM to be eligible for funding for projects on the County prioritization list. The table below shows the ranking of City of Sebastian LMS projects (last updated March 20, 2025) using the adaptive strategy criteria provided.

Table 15: Ranking of Local Mitigation Strategy Projects

Project Name	Project Description	LMS Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Elkcam Canal Dredging and Seawalls	Reduces the exposure of possible flooding and property damage to residential homes, businesses, and city owned facilities.	Confirmed 3/22/21 (Ken Griffin) Canal study from 24-25 CIPs. Study to be completed first. Related to George Street Canal Dredging project.	Protection	$4 million	3	2	1	3	2	2	5	1	19
Sebastian Police Dept. EOC Roof Hardening	Hardening existing EOC room within the Sebastian Police Department, sealing up windows and roof strengthening to the roof section to FL Building Risk code Category IV for essential operations.	Confirmed 12/4/24 (Karen Miller) Listed in CIPs	Protection	$250,000	1	3	3	3	2	1	5	1	19
Barber Street Bridge Replacement	Ensures traffic circulation, emergency response, and public transportation from the city to U.S. #1, C.R. 512, and I-95.	Confirmed HMGP 3/22/21 (Ken Griffin) Not started yet	Accommodation	$2.5 million	1	1	1	3	2	1	4	1	14
George Street Canal Dredging and Seawalls	Reduces the exposure of flooding and property damage to residential homes, businesses, and city owned facilities.	Confirmed HMGP 3/22/21 (Ken Griffin) Related to Elkcam Canal Dredging and Seawalls project.	Protection	$4 million	3	2	1	3	2	2	5	1	19
Fleming Street Bridge Replacement	Ensures traffic circulation, emergency response, and public transportation from the city to U.S. #1, C.R. 512, and I-95.	Confirmed 3/23/21 (Richard Mutterback) Not started yet	Accommodation	$2 million	1	1	1	3	2	1	4	1	14
Laconia Avenue Extension	This project will provide a major emergency evacuation route that will include a new bridge over the St. Sebastian River. It will provide a much needed major escape route not directly impacted by the Florida East Coast Railway.	Confirmed HMGP 3/22/21 (Ken Griffin) Not started yet - start applying for right of way (ROW) acquisition grants soon	Accommodation	$5 million	0	1	1	3	2	3	4	1	15

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Project Name	Project Description	LMS Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Culvert/Pipe for Stonecrop Main Ditch Alignment	Ensures circulation of stormwater system and reduces possible flooding and property damage.	Confirmed HMGP 3/22/21 (Ken Griffin) Currently under construction under stonecrop drainage project.	Accommodation	$500,000	1	2	1	3	2	1	4	1	15
Dredging and Muck Removal of 8 Stormwater Ponds	Dredging will increase storage capacity for the Sebastian water control system, decreasing localized flooding. Same as Pond Dredging (2025-2026 CIPs).	Confirmed 12/4/24 (Karen Miller) Applying for grants	Accommodation	$3,500,000	3	2	2	3	2	3	4	1	20
Construction of Multifunctional/EOC Space	Construction of a new Emergency Operations Center.	Confirmed 12/4/24 (Karen Miller) Applying for grants	Retreat	$4,000,000	1	3	1	3	1	1	3	1	14
Stormwater Masterplan Feasibility Study	Related to canal study in 2024-2025 CIPs. Alteration of canal embankment from a vertical sheet pile system to sloped embankment	Confirmed 3/20/25 (Karen Miller) Canal study from 24-25 CIPs. Applied after SWMP, waiting to hear back from grant application submitted Feb 2025.	Avoidance and Planning	$75,000	1	3	3	3	1	3	3	2	19
Culvert Replacement for Ditch/Street Crossings	Replace all ditch culverts that intersect streets to promote better drainage.	Confirmed HMGP 3/22/21 (Ken Griffin) Ongoing, as issues arise they are either replaced or slip lined	Accommodation	$1 million	1	2	1	3	2	3	3	1	16
Riviera and Gardenia Drainage Improvement	This project will provide and mitigate flooding in a residential area within the City of Sebastian	Confirmed 12/13/21 (Karen Miller) All designs completed, contractor under contract, to start construction in October/November 2025.	Accommodation	$711,457	1	2	1	3	2	2	4	1	16
Stonecrop Drainage Upstream Improvements	Armoring the banks of the Stonecrop ditch and replacing and upsizing the culverts to minimize restrictions of water flow into the ditch as well as the treatment area.	Confirmed 4/11/23 (Karen Miller) On CIP list, currently planning design.	Accommodation	$1,875,000	3	2	1	3	2	2	5	1	19

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Project Name	Project Description	LMS Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Indian River Drive Retaining Wall and Sidewalk	Removal and replacement of existing sidewalk and retaining wall. Location has eroded from storm surges within the lagoon and past heavy rains causing the retaining wall and sidewalk to be destabilized and lean into the lagoon.	Confirmed 4/11/23 (Karen Miller) Project completed without grant funding	Protection	$200,000	3	2	1	3	2	2	4	2	19
Schumann Drive Box Culvert	Installation of box culvert at a single location of a single culvert pipe connecting 2 canal ways. Same as Schumann Drive Culvert (2024-2025-CIPs).	Confirmed 12/13/21 (Karen Miller) Under design, to go to construction summer 2026.	Accommodation	$750,000	1	2	1	3	2	2	4	1	16

2023 Stormwater Masterplan Projects

The proposed projects and alternatives discussed in the 2023 City of Sebastian SWMP were reviewed during the August 21, 2025 meeting with the City to determine which projects are currently planned, have been completed, or are not being considered. The table below shows a ranking of the flood mitigation projects devised as part of the 2023 SWMP study. Many of the projects included in the SWMP have been included in the recent CIP list, and therefore have not been included again in this table.

Project Name	Project Description	Project Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Harbor Point Waterway and Collier Waterway North Improvements	Dredging and disposal of 3 ft (46,900 CY) of sediment from approximately 10,550 LF of trapezoidal open channel (12' bottom width, 4:1 side slopes), clear & grub, regrade, and sod approximately 211,000 SF of side slope area.	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$10,987,265	3	2	0	3	2	2	5	1	18
Central Collier Waterway Improvements - North Section	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 8,550 LF of canal banks, demolition and reconstruction of existing dock structures and fences, abandon existing bulkheads in place, installation of approximately 8,550 LF of vinyl sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap on water side of existing bulkhead, dredging 3' of sediment from approximately 4,270 LF of canal, regrading and resodding of approximately 171,000 SF of canal easement area (20 ft behind bulkhead).	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$27,130,362	3	2	0	3	2	2	5	1	18

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Project Name	Project Description	Project Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Central Collier Waterway Improvements - South Section	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 11,350 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 5,700 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 5,770 LF of vinyl sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 5,770 LF of canal, regrading and resodding of approximately 230,800 SF of canal easement area (20 ft behind bulkhead and slope on Stormwater Park property).	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$21,585,297	3	2	0	3	2	2	5	1	18
Schumann Waterway Improvements	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 12,200 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 12,200 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 12,200 LF of vinyl sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 6,100 LF of canal, regrading and resodding of approximately 244,000 SF of canal easement area (20 ft behind bulkhead). Not included in this project is a new culvert at Empress Avenue at the canal to allow continuous flow between North and South portions, which is going to be completed by a developer as they develop the property on the East.	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$39,156,096	3	2	0	3	2	2	5	1	18
Schumann Lake Improvements	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 5,300 LF of lake banks, demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 3,500 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 5,300 LF of vinyl sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap, no dredging of lake, regrading and resodding of approximately 106,000 SF of lake easement area (20 ft behind bulkhead).	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$13,195,257	3	1	0	3	2	2	5	1	17

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Project Name	Project Description	Project Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Joy Haven Waterway Improvements	Clearing and grubbing 20' either side of City drainage ROW lines over approximately 7,400 LF of canal banks , demolition of existing dock structures and fences, installation of temporary sheeting where needed for stability, removal of approximately 2,500 LF of existing seawalls and disposal of transite bulkhead panels, installation of approximately 7,400 LF of vinyl sheetpile bulkhead (20 ft panel length) w/ 24x24" concrete cap, dredging of approximately 3.700 LF of canal, regrading and resodding of approximately 148,000 SF of canal easement area (20 ft behind bulkhead).	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$23,774,172	3	2	0	3	2	2	5	1	18
Collier Waterway South Improvements	Removal of approximately 14,800 LF of existing bulkheads, installation of approximately 14,800 LF of vinyl sheet pile bulkhead (20 ft panel length), dredging and vegetation removal of approximately 7,400 LF of canal.	Project intends to repair deteriorated seawalls from the 2015 assessment. No progress, as the seawalls are privately-owned. The City's goal is to go for grant funding but cannot get grants for private property unless the City maintains them. No action.	Protection	$51,091,662	3	2	0	3	2	2	5	1	18
Ocean Cove Drainage Repair	Reconstruction of approximately 2,000 LF of trapezoidal ditch between Crystal Mist and Carnival Terrace from Clearbrook St to Periwinkle to stabilize side slopes and maintain conveyance capacity.	No action.	Accommodation	$571,182	1	2	1	3	2	2	4	1	16
Day Drive Retention Area Restoration	Desilt culvert, clear vegetation over 0.25 ac, excavate 3 feet (approximately 3,200 CY) and regrade approximately 0.80 ac (175'x425') retention pond and drainage swale to design grades to restore proper retention volume.	No action.	Accommodation	$1,570,614	1	2	1	3	2	2	4	1	16
Concha Dam Repair	Removal and disposal of approximately 100 LF of existing metal bulkhead and concrete cap, installation of approximately 100 LF of metal sheet pile bulkhead (20 ft panel length) w/ 24x24" concrete cap w/ weir, regrading and resodding of approximately 800 SF of canal easement area (20 ft behind bulkhead). Currently in design.	Dam inspection completed in 2024. Repairs are currently ongoing.	Protection	$365,199	1	3	3	3	2	2	3	1	18

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Project Name	Project Description	Project Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Benedictine Area Culvert Improvements	Increase the conveyance capacity of the Benedictine Area Stormwater Network: Replace existing twin 36" culverts at Barber St crossing South of intersection with Rolling Hill Dr, Dredging and expanding the existing open channel from Barber St crossing and the Rolling Hill Drive crossing, replace existing 36" culvert at Rolling Hill Drive (just N of 414 Rolling Hill Dr.), replace existing 24" culvert at Benedictine Terrace, replace existing twin 24" culverts at Coverbrook Lane.	No action.	Accommodation	$636,163	1	2	0	3	2	2	4	1	15
Bryant/Friar Court Retention Pond	Construct new approximately 1.0 ac retention pond in the property just N of 105 Friar Ct., appears to be a Park property. Regrade perimeter swales if needed to drain to retention pond. There is some modeled flooding in the area - minor regrading may help to focus the stormwater in the park area.	No action.	Accommodation	$282,512	1	2	0	3	2	2	3	1	14
Hardee Dam Retrofit Gates	Currently has wood panels acting as the gates. These have been leaking beneath the dam and the dam will eventually have to be replaced. Per City staff, the concrete is still in ok condition, stoplogs need replacement.	No action.	Accommodation	$25,000	1	2	1	3	2	2	5	3	19
Rosebush Retention Basin	Approximately 2.5 ac vacant City-owned property E of 768 Newhall Terrace available to create an additional retention basin to help with flooding in this area.	No action.	Accommodation	$837,040	1	2	0	3	2	2	4	1	15
Coolidge Outfall Improvements	Remove existing outfall pipe sections in manhole area, install new precast concrete 4' diameter manhole, install approximately 80 LF of A2000 pipe, install inline tide valve and manatee guard on new outfall pipe. Grout fill and abandon in place remaining existing outfall pipe sections under Mulligan's building.	No action.	Protection	$73,309	1	3	1	3	2	1	5	2	18
Blossom Ditch Drainage Improvements	Dredge Blossom Ditch and create positive drainage in the ditch and in the connecting pipes from the N alleviating flooding along Lanco Ave and Blossom Dr. 2006 Construction Plans developed but not constructed. Add 12'x24' NSBB to outfall for quality.	Need county approval for completion, would change County Rd 512 and Rosen Rd. No action but could be an option in the future. Could use cooperative funding.	Accommodation	$1,684,839	1	1	1	3	2	2	3	1	14

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Project Name	Project Description	Project Status	Project Type	Estimated Cost	Community Support	Technically Feasible	Administrative Capacity	Ordinance in Place	Life Cycle Costs	Project Scale	Resilience	Construction Cost	Overall Score (Out of 25)
Drainage Improvements at Hazel and Lloyd St	Add a culvert crossing at Fordham St to allow flow to travel north to twin ditches, includes regrading open channels and upsizing the downstream culverts from Fordhams St to Twin Ditches	No action.	Accommodation	$755,939	1	2	0	3	2	1	4	1	14
Stormwater Park Operation	The stormwater pumps are not currently operated using the Float system and therefore do not operate during wet weather events. Repair controls.	No action.	Accommodation	$50,000	1	3	0	3	2	3	4	3	19
Stonecrop Retention Area	Modify the control structure. Currently the Stonecrop ditch enters the retention area, at elevations 7.38ft and 7.62ft, two 60inch culverts. The compound weir dimensions are summarized below: 2.16ft wide at elevation 6.557ft and 18ft wide at elevation 9.067ft. The weir elevations prevent free discharge from the Stonecrop Ditch. Add inline tide valves on the two 60" pipes under Stonecrop Dr.	No action.	Accommodation	$100,000	1	2	0	3	2	2	5	2	17

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Overall Project Ranking and Conclusion

A public meeting was held on October 28, 2025 under Task 2 of the Adaptation Plan (Community Prioritization of Adaptation Needs). In this meeting, the objectives of the Adaptation Plan were presented and the public was asked to provide feedback on preferred adaptation strategies and interventions. The "Community Support" criteria of the ranking was determined based on feedback received from the public in this meeting. Results of the polling indicated community preference toward projects related to canal improvements, landscaping modifications/low-impact development, seawalls, and shorelines.

Table 16: Overall Project Ranking

Project Name	Category	Overall Score (Out of 25)	Final Ranking
Main Street Shoreline Stabilization	CIPs	22	1
Swing and Bench Park	CIPs	21	2
Canal Study	CIPs	21	2
CDBG Grant Program	CIPs	21	2
Repair/Replace Concrete Seawalls and Riprap Shorelines (Grey Infrastructure)	Proposed Strategy	20	3
Local Mitigation Strategy Plan Update	Proposed Strategy	20	3
Dredging and Muck Removal of 8 Stormwater Ponds	LMS	20	3
Pond Dredging	CIPs	20	3
SMART Irrigation System Plan	CIPs	20	3
Stonecrop Upstream Drainage	CIPs	20	3
Install Check Valves along Coastline Outfalls	Proposed Strategy	19	4
Hardee Dam Retrofit Gates	SWMP	19	4
Stormwater Park Operation	SWMP	19	4
Elkcam Canal Dredging and Seawalls	LMS	19	4
Sebastian Police Dept. EOC Roof Hardening	LMS	19	4
George Street Canal Dredging and Seawalls	LMS	19	4
Stormwater Masterplan Feasibility Study	LMS	19	4
Stonecrop Drainage Upstream Improvements	LMS	19	4
Indian River Drive Retaining Wall and Sidewalk	LMS	19	4
Roadway Assessment PCI	CIPs	19	4
Slip Lining/Pipe Replacement	CIPs	19	4
Working Waterfront Expansion	CIPs	19	4
Police Dept Roof Hardening	CIPs	19	4
Culvert/Stormwater Pond System Retrofits	Proposed Strategy	18	5
Harbor Point Waterway and Collier Waterway North Improvements	SWMP	18	5
Central Collier Waterway Improvements - North Section	SWMP	18	5
Central Collier Waterway Improvements - South Section	SWMP	18	5
Schumann Waterway Improvements	SWMP	18	5
Joy Haven Waterway Improvements	SWMP	18	5
Collier Waterway South Improvements	SWMP	18	5
Concha Dam Repair	SWMP	18	5
Coolidge Outfall Improvements	SWMP	18	5
Barber Street Sports Complex Pipe	CIPs	18	5

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Project Name	Category	Overall Score (Out of 25)	Final Ranking
Fisherman's Landing Working Waterfront	CIPs	18	5
Stormwater Canal and Ditch System Maintenance and Improvements	Proposed Strategy	17	6
Redefine City Level of Service (LOS)	Proposed Strategy	17	6
Schumann Lake Improvements	SWMP	17	6
Stonecrop Retention Area	SWMP	17	6
Sidewalk Repair/Replacement	CIPs	17	6
Main Street Ramp Dredging	CIPs	17	6
Commercial Clear Span Shelter	CIPs	17	6
Course Renovations	CIPs	17	6
Art Center Roof Replacement	CIPs	17	6
CRA Sewer Service/IRC Interlocal Agreement	CIPs	17	6
Living Shoreline (Green Infrastructure)	Proposed Strategy	16	7
Install Deployable Flood Barriers at Vulnerable Assets	Proposed Strategy	16	7
Low-Impact Development (LID) Measures	Proposed Strategy	16	7
Updated Stormwater Masterplan	Proposed Strategy	16	7
Modify City Stormwater Utility	Proposed Strategy	16	7
Ocean Cove Drainage Repair	SWMP	16	7
Day Drive Retention Area Restoration	SWMP	16	7
Culvert Replacement for Ditch/Street Crossings	LMS	16	7
Riviera and Gardenia Drainage Improvement	LMS	16	7
Schumann Drive Box Culvert	LMS	16	7
Schumann Drive Culvert	CIPs	16	7
Street Preservation (Repaving)	CIPs	16	7
Street Reconstruction	CIPs	16	7
Riverview Park Masterplan	CIPs	16	7
Airport Masterplan	CIPs	16	7
Future City Enhancement Program	CIPs	16	7
Indian River Drive and Sebastian Boulevard Roadway Improvements	Proposed Strategy	15	8
Sebastian Yacht Club Building Modifications	Proposed Strategy	15	8
Benedictine Area Culvert Improvements	SWMP	15	8
Rosebush Retention Basin	SWMP	15	8
Laconia Avenue Extension	LMS	15	8
Culvert/Pipe for Stonecrop Main Ditch Alignment	LMS	15	8
Barber Street Stormwater Storage	CIPs	15	8
Police Dept Roof Replacement	CIPs	15	8
Asset Abandonment	Proposed Strategy	14	9
Bryant/Friar Court Retention Pond	SWMP	14	9
Blossom Ditch Drainage Improvements	SWMP	14	9
Drainage Improvements at Hazel and Lloyd St	SWMP	14	9

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Project Name	Category	Overall Score (Out of 25)	Final Ranking
Barber Street Bridge Replacement	LMS	14	9
Fleming Street Bridge Replacement	LMS	14	9
Construction of Multifunctional/EOC Space	LMS	14	9
Riverview Park Improvements	CIPs	14	9
Schumann Park Courts Upgrade	CIPs	14	9
Friendship Park Tennis Court Upgrades	CIPs	14	9
Garden Club Park	CIPs	14	9
Dry Floodproofing Measures on City Buildings	Proposed Strategy	13	10
Install Flood Vents in City Buildings (Wet-Proofing)	Proposed Strategy	13	10
Bridge Assessment	Proposed Strategy	13	10
Elevate Proposed Emergency Evacuation Route (Laconia Ave)	Proposed Strategy	12	11
Relocation of Vulnerable City Facilities	Proposed Strategy	11	12
Road Raising Implementation Plan	Proposed Strategy	11	12

It is recommended that the City review the rankings provided above in order to prioritize projects for implementation and application for grant funding opportunities.

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Potential Funding Opportunities

The following table presents a matrix of potential funding opportunities and grants available for the adaptation strategies, CIPs, and LMS projects proposed in this plan.

Table 16: Potential Funding Opportunities Matrix

Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
Waterways Assistance Program **(FIND)**	State	Varies based on project type	Medium; requires project schedule and cost estimation	Opens: January Due: March	75% for public navigation projects, 50% for other project types	FY 2024-2025 CIPs, Shoreline Repair/ Replacement	**Purpose:** To finance improvements within the Atlantic Intracoastal Waterway and other waterways within the district. **Financing Types:** Channel dredging, shoreline stabilization, public boat ramps, beach renourishment **Eligibility:** Municipalities, Counties, port authorities
Public Works and Economic Adjustment Assistance Program **(EDA)**	Federal	Varies based on project type	High	Applications accepted on an ongoing basis	20% – 50%	Protection, Accommodation, and Retreat Strategies	**Purpose:** To provide financial assistance for public works projects in areas experiencing economic impacts caused by natural disaster or environmental changes/regulations. **Grant Types:** Strategy grants, implementation grants **Eligibility:** Municipalities, Local Governments
Coastal Partnership Initiative Grant **(FDEP)**	State and Federal	$10,000-$30,000 for planning, design, and coordination $60,000 for construction, restoration, and land acquisition	Medium	Opens: September Closes: October	100% non-federal match and up to 50% match from a third-party	Protection, Accommodation, and Retreat Strategies	**Purpose:** Provides grants to support coastal management projects for resilient communities, public access, working waterfronts, and coastal stewardship projects. **Financing Types:** Planning and implementation grants **Eligibility:** Municipalities, Local Governments
State Revolving Loan Program **(FDEP)**	State and Federal	Varies based on project type	Medium	Requests for Information are accepted on a quarterly basis	0% Loans Interest rates vary from 1%-2.5% 30-year terms	Protection, Accommodation, and Retreat Strategies	**Purpose:** This is not a grant program. It is a financing program. To finance water, wastewater and stormwater infrastructure projects. **Financing Types:** Planning, Design, Engineering, Construction **Eligibility:** Public and private entities, municipalities, water districts

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Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
Flood Mitigation Assistance (FMA) **FEMA (via FDEM)**	Federal Grant	Varies based on project type	High- Application requires cost-benefit analysis	Notice of Intent required in August. Open: September Due to FDEM: November FDEM submits: January	30%	LMS Project Prioritization List, Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** To reduce or eliminate the risk of repetitive flood damage to buildings and structures; to support flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. **Funding Types:** Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building, Localized Flood Risk Reduction Projects, Individual Flood Mitigation Projects **Eligibility:** Local governments (applies as sub-applicant to FDEM) **Notes:** Project must be included in the County Local Mitigation Strategy (LMS).
Pre-Disaster Mitigation Grant Program **FEMA (via DHS)**	Federal Grant	Varies based on project type	High - Application requires cost-benefit analysis, and application process is exhaustive	Opens: May Due: June	25%	Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** To plan for and implement sustainable cost-effective measures. **Funding Types:** Mitigation efforts designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters. **Eligibility:** States, local governments, or federally recognized tribal governments
Hazard Mitigation Grant Program (HMGP) **FEMA (via FDEM)**	Federal	Varies based on allocation	Medium-High – Application requires cost-benefit analysis	Typically follows 18-24 months after a Presidentially Declared Disaster	25%	All LMS Projects	**Purpose:** To help communities reduce the risk and impact of future disasters by funding long-term hazard mitigation measures. **Funding Types:** Infrastructure retrofits, drainage system upgrades, wind breaks, flood wall installation, elevation of roads, floodproofing, and acquisition or relocation of structures. **Eligibility:** Local governments (applies as sub-applicant to under the FDEM) **Notes:** Project must be included in the County Local Mitigation Strategy (LMS).

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Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
Building Resilient Infrastructure and Communities (BRIC) **FEMA (via FDEM)**	Federal Grant	Varies based on project type	High - Application requires cost-benefit analysis, and application process is exhaustive	Open: September Due to FDEM: November FDEM submits: January	30% *Waived if under $200,000	Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** To increase resilience and public safety; reduce injuries and loss of life; and reduce damage and destruction to property, critical services, facilities, and infrastructure from natural hazards. **Funding Types:** Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building, Localized Flood Risk Reduction Projects, Individual Flood Mitigation Projects **Eligibility:** Local governments (applies as sub-applicant under the FDEM) **Notes:** Project must be included in the County Local Mitigation Strategy (LMS). Program currently rescinded but in litigation to reinstate funding.
Resilient Florida Grants Program **(FDEP)**	State Grant	Varies based on project type	Medium - Requires readiness to proceed	Varies every year- Open: July Due: September	50% - Cost-share may be reduced for rural communities	Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** Supports projects that target regions and communities vulnerable to the effects of climate change, such as sea-level rise, increased rainfall flooding, and increased frequency of hurricanes. **Funding Types:** Planning grants, Implementation grants for projects identified in a Vulnerability Assessment **Eligibility:** Local Governments
Community Planning Technical Assistance Grant **(FLORIDA COMMERCE)**	State Grant	Up to $75,000	Medium	Varies every year Due: May	0%	Avoidance and Planning Strategies	**Purpose:** CPTA grants provide counties, municipalities and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet statutory requirements for planning, while also protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes, CPTA grants may also be used to assist with disaster recovery, resiliency and economic development planning. **Funding Types:** Applicants are encouraged to seek funding for innovative, creative, or unique approaches to planning, development and infrastructure in their community. **Eligibility:** Counties, Municipalities, and Regional Planning Councils **Notes:** Only for state fiscal year

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Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
District Cost-Share Funding Program **(SJRWMD)**	State Grant	Not reported	Medium – Requires that project is ready for construction	Open: December Due: January	50%	LMS Project Prioritization List	**Purpose:** To provide funds for projects that assist in creating sustainable water resources, provide flood protection and enhance conservation efforts. **Funding Types:** Implementation Grants **Eligibility:** Local governments and private entities. Most likely to fund projects that address issues and meet goals identified in plans developed in association with local governments in each region. Each project should address one or more of the District's areas of responsibility: -water supply -flood protection -water quality -natural systems
Non-Point Source Funds (319(h) or State Water Quality Assistance Grants) **(FDEP)**	Federal and State Grants	Awards vary	Medium – Requires that project is ready to proceed and nutrient removal calculations	Project proposals are accepted on a rolling basis	State - No cost share required, but additional points if there are matched funds available Federal – 40% minimum	Protection, Accommodation, Avoidance and Planning Strategies	**Purpose:** The goal of these grants is to reduce nonpoint source pollution from land use activities. **Funding Types:** Grant funding **Eligibility:** Local governments, including county and municipal governments, special districts, water management districts, other state agencies, public universities/colleges and national estuary programs located in Florida.
Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program **(US DOT)**	Federal Grant	No maximum award size	High - Application process is lengthy and detailed	Open: October Due: February	Implementation: 20% Planning: 0%	Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** To plan for and strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through formula and competitive discretionary grants. **Grant Types:** Planning, Resilience Improvements, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure Grants. **Eligibility:** All levels of government **Notes:** Funds can only be used for the resilience portion of a project. Only 40 percent of award funds can be used for construction of new capacity. Cost-share may be reduced if the eligible entity develops a resilience improvement plan (or is in a state or area served by MPO that does) and the state or MPO incorporates it into its long-range transportation plan.

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Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
Better Utilizing Investments to Leverage Development (BUILD) **(US DOT)**	Federal Grant	Implementation Awards vary from $5,000,000 to $25,000,000	High - Application process is exhaustive and requires a cost benefit analysis	Open: November Due: February	20%	Protection, Accommodation, Retreat, Avoidance and Planning Strategies	**Purpose:** Projects implementing roads, rail, transit and port projects that promise to achieve national objectives. **Grant Types:** Restoring, Replacing, Improving, Planning and Design. **Eligibility:** All levels of government **Notes:** Priority projects are surface transportation infrastructure projects that will have a significant local or regional impact.
Bridge Investment Program **(US DOT)**	Federal	No maximum award	High – Application process is exhaustive and requires a cost-benefit analysis	Due: October	20%	Accommodation, Avoidance and Planning Strategies	**Purpose:** To improve the safety, efficiency, and reliability of the movement of people and freight over bridges as well as improve the condition of bridges in the US. **Funding Types:** Planning or implementation; replace, rehabilitate or protect one or more bridges on the National Bridge Inventory (NBI) **Eligibility:** States, MPOs, local governments, political subdivisions, special purpose districts, tribal governments
Floodplain Management Services **(USACE)**	Federal	Not stated	High	Project proposals are accepted on a rolling basis	0%	LMS Project Prioritization List	**Purpose:** Projects addressing flood risks and hazards. **Funding Types:** Funds USACE staff conducting technical analysis and providing support to local, regional, state, and other non-federal governmental partners. **Eligibility:** Non-federal governmental entities
Florida Boating Improvement Program (FBIP) **(Florida Fish and Wildlife Conservation Commission)**	State	No funding limits, but applicants with lower total project costs receive higher technical point values.	Medium	Open: February Due: April	0% But applicants who provide cost share will receive additional points	FY 2024-2025 CIPs	**Purpose:** To fund boating access projects and other boating-related activities benefitting motorized vessels in Florida. **Funding Types:** Public launching facilities, mooring facilities, uniform waterway markers, boating education, economic development initiatives that promote boating, and other activities that enhance boating access for recreational boaters **Eligibility:** Counties, municipalities, and other governmental entities

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Funding Opportunity	Funding Type	Funding Available	Competitiveness	Application Cycle	Match Requirements	Project Recommendations	Additional Considerations
Boating Improvement Grant Program **(Florida Fish and Wildlife Conservation Commission)**	State and Federal	Tier 1: $300,000 Tier 2: $1.5M	Medium	Pre-applications due: June. Final applications due: July	25% Projects with a higher match receive additional points during evaluation	FY 2024-2025 CIPs	**Purpose:** Provides funding for the construction, renovation, or maintenance of boating infrastructure for transient recreational vessels at least 26 feet long that are used primarily for pleasure. **Funding Types:** Construction or renovation of boating infrastructure for transient vessels; engineering, planning permitting, and contracting; dredging; installation of navigational aids; production of educational materials. **Eligibility:** Municipalities, counties, tribes, private marina operators, qualified nonprofits, special purpose districts, and state agencies **Notes:** For recreational vessels at least 26 feet long
National Coastal Resilience Fund **(National Fish and Wildlife Foundation)**	Federal	No maximum limit	High	Pre-proposal due: May. Full proposal due: July	0% But a match is encouraged to demonstrate broad support for the project.	Protection, Accommodation, Avoidance and Planning Strategies	**Purpose:** Invests in conservation projects that restore, increase and strengthen natural infrastructure. **Funding Types:** Planning, Site Assessment and Preliminary Design, Final Design and Permitting, and Restoration Implementation. **Eligibility:** Non-profit organizations, state and territorial government agencies, local governments, and educational institutions.
Land and Water Conservation Fund **(FDEP)**	Federal	$1.5M	High	Open: November Due: December	50%	FY 2024-2025 CIPs	**Purpose:** Provides funds for acquisition or development of land for public outdoor recreation use. **Funding Types:** Land acquisition; development of outdoor recreation areas such as beaches, picnic areas, trails, ball fields, sports courts, and playgrounds as well as support facilities such as lighting, fencing, restrooms, and landscaping. **Eligibility:** Local governments
Florida Recreation Development Assistance Program **(FDEP)**	State	$200,000	Medium	Open/Due: September	50%	FY 2024-2025 CIPs	**Purpose:** Provides funds for acquisition or development of land for public outdoor recreation use. **Funding Types:** Land acquisition; development of outdoor recreation areas such as beaches, picnic areas, trails, ball fields, sports courts, and playgrounds as well as support facilities such as lighting, fencing, restrooms, and landscaping. **Eligibility:** Local governments

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CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Alix Bernard, Community Development Director
SUBJECT	Consideration of waiver of application fees for Habitat for Humanity Indian River County

EXECUTIVE SUMMARY

Habitat for Humanity has submitted an application for Future Land Use, Zoning and Replat of the 3 parcels related to a proposed housing project located at Concha, Acorn and Tuxedo.

Waiving the application fee would reduce project costs and help ensure that additional financial resources are directed toward construction and program delivery rather than administrative expenses. The requested fee waiver represents a minimal fiscal impact to the City and supports a project that provides a clear public benefit.

The fiscal impact of approving the requested fee waiver would be a one-time reduction in revenue of $6,250 per parcel of land that Habitat owns. No additional City resources are required as a result of this action.

Granting the requested application fee waiver for Habitat for Humanity would support the development of affordable housing, further the City's policy objectives, and provide a meaningful community benefit with minimal fiscal impact.

RECOMMENDATION

Staff recommends approval of the waiver fees for Habitat for Humanity.

ATTACHMENTS:

1. Letter requesting waiver

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	

MBV
ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
www.mbveng.com CA #3728

February 4, 2026

City Council of Sebastian
1225 Main Street
Sebastian, FL 32958

Dear City Council Members,

On behalf of Habitat for Humanity, I respectfully request that the City Council consider and approve a waiver of application fees associated with the rezoning, land use approvals, and replatting of parcels of land that have been donated to Habitat for Humanity. Additionally, when the project advances to the construction phase, we request that building permit fees and other related municipal fees be waived.

This request is consistent with the City's Comprehensive Plan, Housing Element, Policy 3-1.2.4, which states that the City shall offer incentives to developments that provide affordable housing and meet applicable location criteria. The policy specifically identifies incentives that may include, but are not limited to, expedited permitting and the deferment and/or waiver of building permit fees, impact fees, and inspection fees.

The requested fee waivers align with the City's longstanding commitment to supporting affordable housing initiatives, as reflected in both the current Comprehensive Plan and its most recent updates. City staff has indicated that they would like the City Council to formally consider this matter and provide direction regarding the waiver of fees for Habitat for Humanity projects.

Thank you for your consideration of this request. I am available to answer any questions or provide additional information as needed.

Sincerely,

Rebecca Grohall, AICP
Project Manager

1835 20th Street
Vero Beach, FL 32960
772.569.0035
Fax: 772.778.3617

1250 W. Eau Gallie Blvd., Unit H
Melbourne, FL 32935
321.253.1510
Fax: 321.253.0911

806 Delaware Avenue
Ft. Pierce, FL 34950
772.468.9055
Fax: 772.778.3617

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Alix Bernard, Community Development Director
SUBJECT	Consideration of Resolution R-26-08 – Designation of Administrative authority and Administrative Official for Final Plats and Replats

EXECUTIVE SUMMARY

Article XIX of the City of Sebastian Land Development Code establishes the procedures for submission, review, and approval of plats pursuant to Chapter 177, Florida Statutes.

Historically, the Sebastian City Council has served as the approving authority for all final plats and replats within the City's jurisdictional boundaries. In the last legislative session, an amendment to Florida State Statute 177.071 was passed. The amendment removes the authority of local governing bodies to approve final plats and replats and instead requires that approval authority be assigned to an administrative authority designated by the local governing body.

To comply with the amended statutory requirements, the City must formally designate the appropriate administrative authority and administrative official. The Community Development Department will serve as the administrative authority and the City Manager will serve as the administrative official. This change is procedural and administrative in nature and is required for statutory compliance. The amendment does not alter technical review standards, subdivision requirements, or development regulations contained within the City's Land Development Code.

The proposed structure streamlines the approval process while maintaining professional administrative oversight and compliance with state law.

RECOMMENDATION

Staff recommends approval of Resolution 26-08, designating the Community Development Department as the administrative authority and designating the City Manager as the administrative official.

ATTACHMENTS:

1. Resolution R-26-08

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	

RESOLUTION NO. R-26-08

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, DESIGNATING THE COMMUNITY DEVELOPMENT DEPARTMENT AS THE ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW AND PROCESS FINAL PLATS OR REPLAT SUBMITTALS; DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE ADMINISTRATIVE OFFICIAL RESPONSIBLE FOR APPROVING, APPROVING WITH CONDITIONS, OR DENYING A PROPOSED PLAT OR REPLAT; AND GRANTING AUTHORITY TO ACCEPT DEDICATIONS MADE VIA PLAT IN ACCORDANCE WITH FLORIDA STATUTE §177.071; PROVIDING FOR CONFLICTS, SCRIVENERS ERRORS, AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Article XIX, Land Development Code of Sebastian, Florida, sets forth the current process for receiving, reviewing and approving final plats and replats, pursuant to Chapter 177 of the Florida Statutes; and

WHEREAS, currently, the Sebastian City Council approves all plats and replats within the City of Sebastian's jurisdictional boundaries; and

WHEREAS, on June 20, 2025, an amendment to §177.071, Florida Statutes, was signed into law by Governor DeSantis with an effective date of July 1, 2025; and

WHEREAS, §177.071, Florida Statutes, as amended, removes the authority of local governing bodies to approve final plats and replats and places the approval of same in the hands of an administrative authority designated by the local governing body; and

WHEREAS, §177.071, Florida Statutes, as amended, also calls for the local governing body to designate an administrative authority to receive, review, and process plats and replats; and

WHEREAS, to comply with the amended §177.071, Florida Statutes, the Sebastian City Council hereby officially designates the Community Development Department as the administrative authority to receive, review, and process plat and replat submittals; and

WHEREAS, §177.071, Florida Statutes, as amended, also calls for the local governing body to designate an administrative officer to be responsible for approving, approving with conditions or denying a proposed final plat or replat; and

WHEREAS, to comply with amended §177.071, Florida Statutes, the City Manager or designee shall be designated as the administrative officer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, THAT:

SECTION 1: ADOPTION OF RECITALS. The recitals contained in the Whereas Clauses above are hereby adopted as the true and correct legislative intent of the Sebastian City Council.

SECTION 2. DESIGNATION. The Community Development Department is hereby designated as the administrative authority pursuant §177.071, Florida Statutes and the City Manager or designee is designated as the administrative official responsible for approving, approving with conditions, or denying a final plat or replat.

SECTION 3. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are repealed.

SECTION 4. SCRIVENER'S ERRORS. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its adoption.

The foregoing Resolution was passed for adoption by Council Member _____, was seconded by Council Member _____, and upon being put to a vote, the vote was as follows**:**

Mayor Fred Jones	_____
Vice Mayor Bob McPartlan	_____
Council Member Ed Dodd	_____
Council Member Sherrie Matthews	_____
Council Member Christopher Nunn	_____

The Mayor thereupon declared this Resolution duly passed and adopted this _____day of _____, 2026.

CITY OF SEBASTIAN, FLORIDA

By: _____
Fred Jones, Mayor

ATTEST:

_____
Catherine E. Testa, Acting City Clerk

Approved as to Form and Legality:

By: _____
James D. Stokes, City Attorney

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jeffrey Sabo, Airport Director
SUBJECT	Consideration of Resolution R-26-04 to accept FDOT Public Transportation Grant Agreement (PTGA) – Runway 10-28 Repair and Sealcoat, Giving Approval for the City Manager to Execute

EXECUTIVE SUMMARY

Staff requests consideration of Resolution R-26-04 to accept a Public Transportation Grant Agreement (PTGA) FM457124-1-94-01, which will allow the airport to begin the construction process for the needed repairs of Runway 10-28. This work will address various issues such as cracks, raveling, lightning strike damage, and general wear from operations. The runway will then be sealed to ensure additional life of the asphalt and delay a more expensive rehabilitation.

The total project cost for this construction phase is $700,000 to be funded through two separate grants from the FAA at 90% and FDOT at 5%. The City's responsibility will also be 5%, which is $35,000. This Resolution will accept the PTGA grant 457124-1-94-01 of $35,000 from FDOT. The FAA grant pre-application has been submitted and should be processed in the coming months.

RECOMMENDATION

Staff recommends approval of Resolution R-26-04 to accept the PTGA Grant Agreement from FDOT to Construct Terminal Apron Expansion.

ATTACHMENTS:

1. Resolution R-26-04
2. PTGA FM457124-1-94-01

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$700,000	$ 35,000 FDOT Grant (5%) $630,000 FAA Grant (90%) $ 35,000 DST Match (5%)	FDOT Grant FAA Grant Discretionary Sales Tax (funded in FY27)

Additional Funds Needed: $ 0.00

RESOLUTION NO. R-26-04

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN FDOT GRANT AGREEMENT, FM457124-1-94-01, FOR FUNDING OF RUNWAY 10-28 REPAIR AND SEALCOAT" AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT has extended FDOT Grant Agreement FM457124-1-94-01 in the amount of $35,000 for their portion of Repairing and Sealing Runway 10-28 at Sebastian Municipal Airport, providing for 5% of the actual project cost, said project cost for the City of Sebastian is estimated to be $35,000 and

WHEREAS, the City of Sebastian desires to begin the construction work and agrees to the conditions of such funding.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEBASTIAN, AS FOLLOWS:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute said FDOT Grant Agreement FM457124-1-94-01 on behalf of the City.

Section 2. CONFLICTS. All resolutions or parts of resolutions in conflict are hereby repealed.

Section 3. SEVERABILITY. The provisions of this Resolution are intended to be severable. If any provision of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of City Council by filing a corrected copy of same with the City Clerk.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____.

The motion was seconded by Council Member _____ and, upon put to a vote, the vote was as follows:

Mayor Fred Jones	_____
Vice Mayor Bob McPartlan	_____
Council Member Ed Dodd	_____
Council Member Sherrie Matthews	_____
Council Member Chris Nunn	_____

The Mayor thereupon declared this resolution duly passed and adopted the 25th day of February, 2026.

CITY OF SEBASTIAN, FLORIDA

_____
Mayor Fred Jones

ATTEST:

_____
Catherine E. Testa, Acting City Clerk

Approved as to form and legality for
reliance by the City of Sebastian only:

_____
James D. Stokes, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
457124-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
				Vendor Number:	VF596000427008
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sebastian, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Runway 10-28 Crack Repair and Sealcoat, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $700,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $35,000 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Sebastian	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: John P. Krane, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Runway 10-28 Crack Repair and Sealcoat

B. Project Location (limits, city, county, map): Sebastian Municipal Airport/Sebastian, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
457124-1-94-01	DPTO	088719	2026	740100	N/A	N/A	$35,000.00
457124-1-94-01	FAA	088719	2026	740100	N/A	N/A	$630,000.00
457124-1-94-01	LF	088719	2026	740100	N/A	N/A	$35,000.00
	Total Financial Assistance						$700,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$35,000.00	$35,000.00	$630,000.00	$700,000.00	5.00	5.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$35,000.00	$35,000.00	$630,000.00	$700,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jessica Veiga

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Jessica Veiga (email: Jessica.Veiga@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Jessica Veiga.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jeffrey Sabo, Airport Director
SUBJECT	Consideration of Resolution R-26-05 to accept FDOT Public Transportation Grant Agreement (PTGA) – Design Access Road and Utilities Infrastructure for NW Area, Giving Approval for the City Manager to Execute

EXECUTIVE SUMMARY

Staff requests consideration of Resolution R-26-05 to accept a Public Transportation Grant Agreement (PTGA) FM451561-1-94-01, which will allow the airport to begin the Design process for the new Access Road and related Utilities needed to serve the Northwest portion of Sebastian Municipal Airport. This work will layout the infrastructure needed to allow future commercial development of available spaces coming along the new Taxiway Golf and the adjacent Apron.

The total project cost for this construction phase is $250,000 to be funded by this FDOT grant at 80%. The City's responsibility will be 20%, which is $50,000. This Resolution will accept the PTGA grant 451561-1-94-01 of $200,000 from FDOT.

RECOMMENDATION

Staff recommends approval of Resolution R-26-05 to accept the PTGA Grant Agreement from FDOT to Construct Terminal Apron Expansion.

ATTACHMENTS:

1. Resolution R-26-05
2. PTGA FM451561-1-94-01

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$250,000	$200,000 FDOT Grant (80%) $ 50,000 Airport Budget (20%)	FDOT Grant Airport Operating Budget

Additional Funds Needed: $ 0.00

RESOLUTION NO. R-26-05

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN FDOT GRANT AGREEMENT, FM451561-1-94-01, FOR FUNDING OF DESIGN ACCESS ROAD AND UTILITIES INFRASTRUCTURE FOR NW AREA" AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT has extended FDOT Grant Agreement FM451561-1-94-01 in the amount of $200,000 for the Design and Engineering of the new Access Road and Utilities Infrastructure for the Northwest area of the Sebastian Municipal Airport, providing for 80% of the actual project cost, said project cost for the City of Sebastian is estimated to be $50,000 and

WHEREAS, the City of Sebastian desires to begin the Design Phase for this project and agrees to the conditions of such funding.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEBASTIAN, AS FOLLOWS:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute said FDOT Grant Agreement FM451561-1-94-01 on behalf of the City.

Section 2. CONFLICTS. All resolutions or parts of resolutions in conflict are hereby repealed.

Section 3. SEVERABILITY. The provisions of this Resolution are intended to be severable. If any provision of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of City Council by filing a corrected copy of same with the City Clerk.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____.

The motion was seconded by Council Member _____ and, upon put to a vote, the vote was as follows:

Mayor Fred Jones	_____
Vice Mayor Bob McPartlan	_____
Council Member Ed Dodd	_____
Council Member Sherrie Matthews	_____
Council Member Chris Nunn	_____

The Mayor thereupon declared this resolution duly passed and adopted the 25th day of February, 2026.

CITY OF SEBASTIAN, FLORIDA

_____
Mayor Fred Jones

ATTEST:

_____
Catherine E. Testa, Acting City Clerk

Approved as to form and legality for
reliance by the City of Sebastian only:

_____
James D. Stokes, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
451561-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
				Vendor Number:	VF596000427008
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sebastian, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design Access Road and Utility Infrastructure for Airport NW area, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $200,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the

Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the

contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Sebastian	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: John P. Krane, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design Access Road and Utility Infrastructure for Airport NW area

B. Project Location (limits, city, county, map): Sebastian Municipal Airport/Sebastian, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

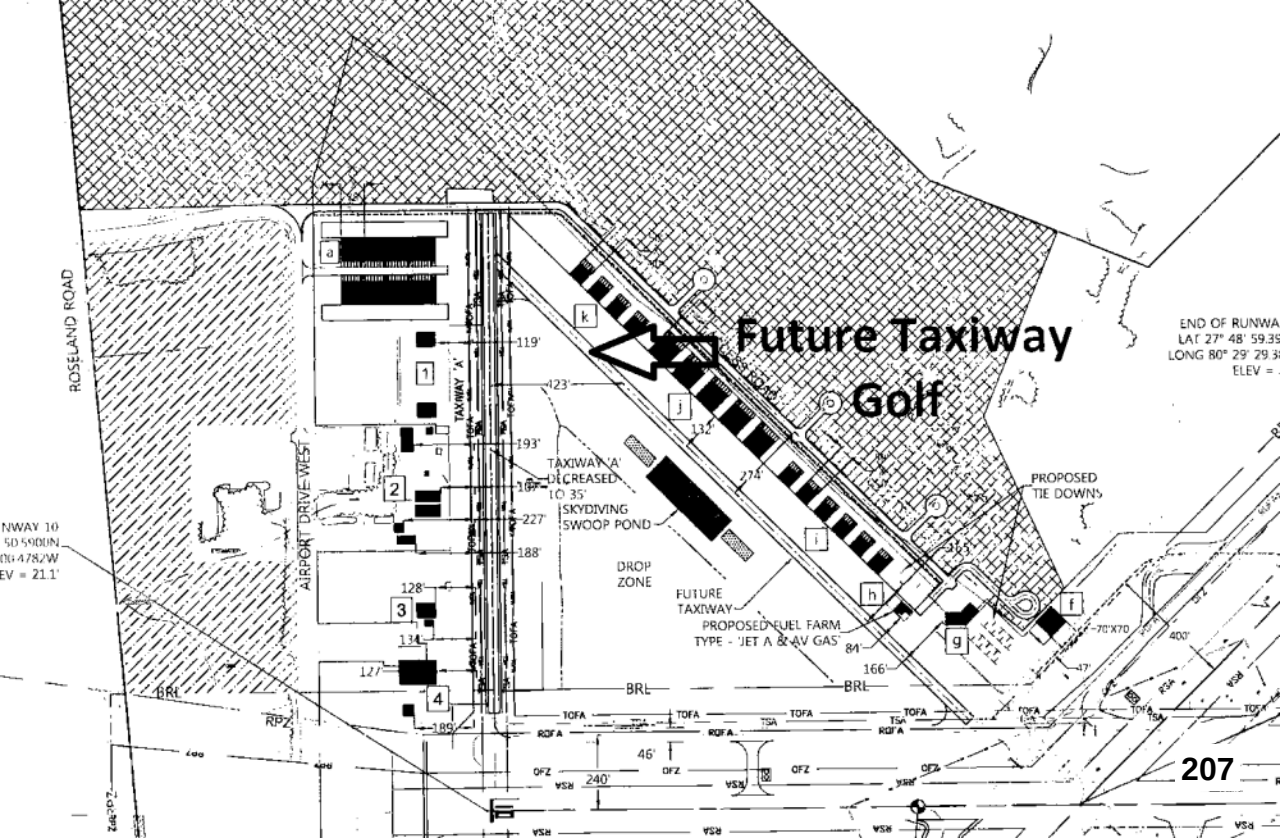

Future Taxiway
Golf
ROSELAND ROAD
AIRPORT DRIVE WEST
TAXIWAY 'A'
TAXIWAY 'A' DECREASED TO 35'
SKYDIVING SWOOP POND
DROP ZONE
FUTURE TAXIWAY
PROPOSED FUEL FARM TYPE - JET A & AV GAS
PROPOSED TIE DOWNS
END OF RUNWA
LAT 27° 48' 59.35
LONG 80° 29' 29.38
ELEV =
NWAY 10
50'590DIN
00'478/W
EV = 21.1'
119'
123'
193'
227'
188'
128'
134'
127'
189'
132'
274'
84'
166'
70'X70'
400'
47'
46'
240'
BRL
RPZ
TOFA
TSA
ROFA
OFZ
RSA
207

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451561-1-94-01	DPTO	088719	2026	751000	55.004	Aviation Grant Program	$200,000.00
451561-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	$50,000.00
	Total Financial Assistance						$250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$200,000.00	$50,000.00	$0.00	$250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$200,000.00	$50,000.00	$0.00	$250,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jessica Veiga

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Jessica Veiga (email: Jessica.Veiga@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Jessica Veiga.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $200,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jeffrey Sabo, Airport Manager
SUBJECT	Consideration of a New Lease for Mullens Aviation, for a City Hangar at Sebastian Municipal Airport

EXECUTIVE SUMMARY

Staff is requesting consideration of a new lease for one of our recently completed Square Hangars. Mullens Aviation, is an existing aviation business asking to move to Sebastian Municipal Airport as a new tenant. Their business is focused on airframe repairs, for aircraft structural components and outer skin damage. They have requested to move their operation into one of our new large Square Hangars on the west side of the airfield for an extendable five-year term.

RECOMMENDATION

Staff recommends approval of the new lease for Hangar G2 at 70 Airport Drive West, at Sebastian Municipal Airport.

ATTACHMENTS:

1. Hangar G2 Square Hangar Lease

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$0	$0	N/A

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN

HOME OF PELICAN ISLAND

AERONAUTICAL HANGAR

LEASE AGREEMENT

BETWEEN

THE

CITY OF SEBASTIAN,

LANDLORD

AND

MULLENS AVIATION,

TENANT

AIRPORT LEASE

THIS LEASE, made and entered into this **February 25, 2026**, by and between the CITY OF SEBASTIAN, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as the "Landlord"), and Mullens Aviation, (hereinafter referred to as the "Tenant"). The Landlord and the Tenant are sometimes collectively referred to herein as the "parties/party." This document contains fourteen (14) pages, plus Schedule "A".

WITNESSETH:

WHEREAS, the Landlord is the owner of certain property located in the City of Sebastian, Indian River County, Florida; and

WHEREAS, certain property is being used for the operation of the Sebastian Municipal Airport (hereinafter referred to as the "Airport"); and

WHEREAS, the Landlord has agreed to lease such property to the Tenant subject to certain terms and conditions consistent with or in support of the current aviation use of such property or as the Federal Aviation Administration (FAA), might allow; and

WHEREAS, the Tenant desires to lease the said property from the Landlord, and to that end, in consideration of the premises, Tenant agrees to the covenants, terms and conditions to be performed as set forth hereinafter; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, and receipt and sufficiency for consideration of which are hereby acknowledged, the parties have agreed as follows:

RECITALS. The stated recitals are hereby incorporated by reference in this Lease Agreement.

1. **LEASED PREMISES**. Subject to the terms and conditions set forth hereinafter, and in accordance with the *Principal Guiding Documents for Sebastian Municipal Airport,* fully incorporated herein by reference, the Landlord hereby leases to the Tenant and the Tenant hereby rents from the Landlord that portion of the real property, by Tenant, which is described more particularly on **Schedule "A"** affixed hereto and fully incorporated herein by reference (hereafter referred to as the "Leased Premises"). In the event that any portion of the Leased Premises is needed for actual improvements to the Airport, or any portion thereof rendered unusable to Tenant, tenant shall be released from this lease and the rental payments adjusted accordingly.

2. **TERM OF LEASE**. The term of this Lease shall be for a period of five (5) years commencing upon the first of the month after the signature of all parties and will end on the fifth (5th) anniversary of such date. The Tenant shall have the option to extend the lease for a period of five (5) years, subject to re-appraisal of the rent amount by the City of Sebastian and with agreement by the City Council. Notice of intent to exercise said option by Tenant must be received by Landlord no later than six (6) months prior to the expiration of the underlying lease.

3. **RENT**. The parties agree that the rent, payable by the Tenant, during the term of this Lease shall be MONTHLY as follows:

(a) Payment. The Airport is providing an approximately 3,600 SF Hangar located at **70 Airport Drive West**, Hangar G2 Sebastian Municipal Airport. Base rent shall be at the rate of **$10.00** per square foot per year or Thirty Thousand dollars **($36,000) per year**, ($3000/mo) plus applicable taxes, for the Tenant to operate an aeronautical business relating to Aircraft Maintenance and Repair. It is understood that the agreed lease rate is contingent on approval by the Florida Department of Transportation (FDOT). In February, 2027 the rent amount will increase 3%. Another 3% increase adjustment shall be undertaken in February 2028 and every year thereafter until the expiration date of the lease.

(b) Security Deposit. A Security Deposit equal to one month's rent shall apply to the hangar property. The Security Deposit may be forfeited, at the City's option, in the event of a breach of this Agreement that causes the City loss of rent or other expenses relating to the Tenant failing to perform its responsibilities with respect to this Agreement.

(c) Time is of the essence. The Tenant agrees promptly to perform, comply with and abide by this Lease, and agrees that timely payment is of the very nature and essence hereof. In the event that any rental payment due hereunder shall not be paid **within five days** of when due, Tenant shall pay Landlord a **late payment fee of 5%** of the amount of such late Rental Payment. This charge shall be considered additional rent and not interest.

(d) Default in rent. If any of said sums of money herein required to be paid by the Tenant to the Landlord shall remain **unpaid ten (10) days** after written or verbal demand by Landlord, then the Landlord shall have the options and privileges as follows:

(1) Total acceleration. To accelerate the maturity of the rent installments for the balance of the term. This option shall be exercised by an instrument **in writing** signed by the Landlord, or its agents, and transmitted to the Tenant notifying them of the intention of the Landlord to declare all unmatured rent installments presently due and payable.

(2) Partial acceleration. In lieu of the option in sub-paragraph (1) above, the Landlord may, in like manner, declare as presently due and payable the unpaid rent installments for such a period of years as may be fixed in the Landlord's said notice to the Tenant. The exercise of this option shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the Tenant to pay rent under the terms of this Lease for the period unaffected by said notice.

(3) Other remedies. In addition to the options granted above, the Landlord may exercise any and all other options available to it hereunder or under law, which options may be exercised concurrently or separately with the exercise of the above options. However, failure by the tenant to pay rent in a timely manner as required by the terms of this Agreement as a result of conditions beyond its control, such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or, sewers, shall not be deemed a breach of this Agreement.

(e) Default in provisions. If the Tenant shall default in the performance of any other term of this Lease (except the payment of rent), the Landlord, or its agent or employee, shall send to the Tenant a **written notice of default**, specifying the nature of the default, and the Tenant shall, **within thirty (30) days** after the date of said notice, cure and remedy said default, whereupon this Lease shall continue as before. If the Tenant shall fail to cure and remedy such default within said time, the Landlord shall have the right to declare, by written notice to the Tenant, that the Lease is in default, and to use all remedies available to the Landlord hereunder or under law, including, but not limited to, those remedies, procedures and rights specified in the other paragraphs of this Lease.

(f) In addition to the rental amount, the Tenant shall pay Florida sales tax.

4. **CONSTRUCTION AND IMPROVEMENTS TO THE PREMISES**. The Landlord acknowledges that the Tenant conditionally may make improvements to the hangar and property for the primary purpose of operating its aeronautical business. Tenant acknowledges that these improvements, subsequent improvements and construction are **owned by Landlord at the term end of lease**. However, Landlord shall approve the design, features and color(s) of any building improvements.

(a) The Tenant shall have the right to use the leased premises for any lawful purpose described in Section 5 below, and shall have the right to construct and improve upon the leased premises, provided any such construction and improvements do not in any way curtail the use of the airport facilities in their usual operations and are in full compliance of local building codes including applicable building permits. Further, any and all such construction and improvements must be **pre-approved, in writing, by the City Manager** or his designee prior to commencement of any construction. The Tenant covenants and agrees that all such construction and improvements shall be in accordance with the local and state codes, regulations and requirements as well as in accordance with all requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT).

(b) The Tenant shall indemnify, defend and hold the Landlord harmless from any claims, losses, damages or liens arising out of the construction and improvements of the leased premises.

(c) **ALL CONSTRUCTION, IMPROVEMENTS AND FIXTURES OF EVERY KIND NOW OR HEREAFTER BUILT, ERECTED OR PLACED ON THE LEASED PREMISES SHALL, AT THE END OF THE TERM OR EARLIER TERMINATION OF THIS LEASE, FOR ANY REASON, BE AND BECOME THE PROPERTY OF THE LANDLORD** and shall be left in good condition and repair, ordinary wear and damage by the elements excepted. In order to confirm sole ownership in the Landlord, the Tenant shall, at Landlord's request, execute any and all documents of transfer which Landlord deems necessary to perfect title to said improvements, if any. The Tenant agrees that all construction and improvements shall, upon the termination of this Lease for any reason, **be free and clear of all encumbrances, liens, and title defects of any kind**. A fixture shall be defined as an article which was a chattel, but which, **by being physically annexed or affixed to the realty by the Tenant and incapable of being removed without structural or functional damage to the realty, becomes a part and parcel of it.** Non-fixtures personally owned by the Tenant at the expiration of the term or earlier termination of this Lease, for any reason, shall continue to be owned by Tenant and, at its option, may remove all such personal property, provided the Tenant is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the leased premises until the damages suffered by the Landlord from any such default have been ascertained and compensated. Any damage to the leased premises caused by the removal by Tenant of any such personal property shall be repaired by Tenant forthwith at Tenant's expense.

5. **USE OF LEASED PREMISES**. The Tenant agrees that no use of the leased premises will be conducted in such a manner as to constitute a nuisance or a hazard and that, in connection with the use of the leased premises, the Tenant will observe and comply with all applicable laws, ordinances, orders and regulations prescribed by lawful authorities having jurisdiction over the leased premises. Tenant will abide by the *Principal Guiding Documents for Sebastian Municipal Airport.* Tenant agrees that the **LEASED PREMISES SHALL BE USED BY THE TENANT FOR THE PURPOSE OF aircraft maintenance, inspections, aircraft storage, repairs and refurbishment.** No other use may be conducted by the Tenant without the express written consent of the Landlord. Such consent may be withheld by the Landlord for any reason. ***Aircraft painting, other than painting small parts with aerosol paints, is strictly prohibited.*** Under no instances shall the hangar be used as a living quarters. The hanger shall only be used to store aircraft and essentials for regular maintenance of Tenant's and customer aircraft and related offices to conduct business operations. Camping on the property and the outside storage of campers, RVs, trailers and vehicles is prohibited. The outside area of property shall be kept in a clean and uncluttered appearance.

6. Vehicle Operations and Guest Conduct Policies

a. Vehicles may not be driven on airport taxiways, runways, or aircraft movement areas under penalty of fines and loss of airport access privileges.

b. Tenant is responsible for security and the conduct of guests that are invited "inside the fence", aka airport security area.

7. **REPAIRS AND ALTERATIONS**. ***The Landlord shall not be obligated to maintain or repair the leased premises or any improvements located thereon or any part thereof during the lease term or any renewal thereof.*** The **Tenant agrees, at its sole cost and expense, to maintain all of the leased premises**. The Tenant shall keep the leased premises in a good state of maintenance and repair and keep the leased premises in a clean and orderly condition in accordance with local ordinances, including but not limited to, the Sebastian Land Development Code and all other community standards ordinances. It is an express condition of this Lease that the leased premises are kept in an attractive manner at all times. Upon obtaining the prior written consent of the Landlord, which consent may be withheld for any reason, the Tenant, **at its sole cost and expense**, may construct or erect such additional improvements on the leased premises as it deems appropriate and may make such improvements alterations or major renovations to the existing improvements as it deems appropriate, provided, however, that such improvements, alterations or renovations shall not disturb the structural integrity of such existing improvements, and provided that the alterations or renovations shall comply with all applicable governmental regulations. The Tenant shall indemnify, defend and hold the Landlord harmless from any claims, losses, damages or liens arising out of or in any way connected with such improvement, alterations, additions or renovations. The Tenant agrees NOT to dispose of hazardous wastes in the dumpster(s).

8. BUSINESS LICENSES. Tenant business shall be registered with SUNBIZ and have a City of Sebastian Business License.

9. **UTILITIES**. The Tenant shall be responsible for all costs of electricity, lights, heat, phone, internet, or any other utility or service consumed in connection with the leased premises. Utility charges shall be charged by the appropriate agency to Tenant by separate meter(s). The **Landlord shall have no liability for the failure to procure, or the interruption of, any such services or utilities**.

10. **SIGNS**. The Tenant shall have the right to erect and maintain "doorway" signage; as well as airside and street side signage provided, however, the Landlord must approve any such signs in writing prior to erection. The Landlord may impose any reasonable restrictions as, in the sole discretion of the Landlord, are deemed necessary and in accordance with City of Sebastian's Land Development Codes and Code of Ordinances.

11. **TAXES**. The Tenant shall pay during the Lease term all ad valorem taxes (if applicable), assessments or any other governmental charge levied or assessed against the leased premises (including the Tenant's leasehold by the appropriate governmental authorities), together with all ad valorem taxes assessment or other governmental charge levied against any stock of merchandise, furniture, furnishings, equipment and other property located in, or upon the leased premises. All shall be paid by the Tenant on a timely basis and receipts therefore shall be provided to the Landlord upon request.

12. **LIABILITY INSURANCE**. The Tenant shall provide and keep in force, at its own expense, during the term of this Lease, comprehensive public liability insurance coverage with respect to the leased premises and operations thereupon. The insurance coverage to be maintained by the Tenant shall contain limits of:

(a) Bodily Injury and Property Damage - $1,000,000 Combined Single Limits.

(b) Liability: $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

(c) Products and Completed Operations Liability (if applicable): $1,000,000 Combined Single Limit.

(d) Insurance in the full replacement value of all Personal Property, Equipment, and Trade Fixtures on the Leased Premises.

(e) Ground and Hangar Keeper's Liability: minimum $100,000 for damage to any one (1) aircraft and $500,000 per each occurrence.

(f) Automobile Liability Insurance:
Tenant, its employees, Sub-Tenants, agents or contractors operating one or more motor vehicles on the City's premises in the performance of their work shall purchase and maintain Automobile Liability Insurance with policy limits of not less than $300,000 Combined Single Limit. In addition, Tenant, its employees, Sub-Tenants, agents or contractors having unescorted access to the AOA at the Sebastian Municipal Airport shall purchase and maintain Automobile Liability Insurance with policy limits of not less than $1,000,000 Combined Single Limit.

(g) Builder's Risk – during any of Tenants construction on a leased site, the Tenant, its employees, Sub-Tenants, agents or contractors shall furnish Builder's Risk Insurance insuring the contract price, with the City listed as the named insured. Any deductibles under the builder's risk policy shall be the responsibility of the Tenant, its employees, Sub-Tenants, agents or contractors.

(h) Workers' Compensation Insurance: as required by Florida Statutes.

(i) For Aircraft Fueling Operations (if applicable) – a Comprehensive Liability policy indicating that the coverage includes owner's fueling/defueling operations with fueling equipment owned and/or operated by the Tenant. The minimum shall be $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

Tenant agrees that, should there be an expansion of the use or occupancy beyond the primary use set forth herein, landlord may alter the minimum amounts stated in the preceding sections during the term of this Lease by resolution of the City Council. Landlord will give written notice of any such change to tenant, and such changes will take effect immediately. Any policy or policies of insurance required pursuant to this Lease shall be issued by one or more insurance companies authorized to engage in business in the State of Florida. The Tenant shall supply the Landlord with a certificate of such insurance with evidence of the payment of the premium thereon. All policies described in this Paragraph shall contain a clause preventing cancellation of any coverage before thirty (30) days written notice to the Landlord and shall name the Landlord as an additional insured. Upon the request of the Landlord, the Tenant shall provide copies of said policies to the Landlord. If Lessor decides to add additional improvements the Lessee has no cost for such improvement.

13. **PROPERTY, FIRE AND EXTENDED COVERAGE INSURANCE**. The Tenant shall, at its sole cost and expense, procure and keep in effect such standard policies of personal business

property casualty, fire and extended coverage insurance as it deems necessary and appropriate. Upon request, the Tenant shall provide to the Landlord a certificate of such insurance with evidence of the payment of the premium therefore. The Landlord shall have no obligation to keep the leased premises or its contents insured nor shall the Landlord have any obligation to insure any personal property used in connection with the leased premises. Any policy or policies of insurance required pursuant to this Lease shall be issued by one or more insurance companies authorized to engage in business in the State of Florida. **All policies described in this Paragraph shall contain a clause preventing cancellation of any coverage before thirty (30) days written notice to the Landlord and shall name the Landlord as an additional insured**. Upon the request of the Landlord, the Tenant shall provide copies of said policies to the Landlord. In the event that the Tenant's use and occupancy of the premises causes any increase in the premium for any property casualty or fire insurance maintained by Landlord on the Leased Premises or any portion thereof, Tenant shall reimburse Landlord for the amount of said increase **within thirty days** of notice of the same.

14. **DAMAGE OR DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY**. In the event the leased premises are destroyed or damaged by fire or other casualty, the Tenant agrees that it shall cause said premises and/or other improvements to be replaced or said damage to be repaired as rapidly as practicable. In the event the Tenant elects NOT to repair and/or replace the leased premises, the Landlord shall have claim to any insurance proceeds paid to the Tenant on account of such damage and/or destruction. In such instance, the Tenant will also be responsible for reimbursing the City any insurance deductibles or costs the City may have incurred as a result of the removal of the facility.

15. **INDEMNIFICATION**. The Tenant agrees hereby to defend, indemnify and save the Landlord harmless from any and all actions, demands, liabilities, claims, losses or litigation arising out of or connected with the Tenant's construction, improvement, occupancy or use of the leased premises and the construction, improvement, occupancy or use of the leased premises by tenant's agents, employees, guests and invitees, against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental or such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Tenant or anyone acting under its direction or control or by acts or omissions, negligence or otherwise, of Tenant or an agent of the Tenant or an employee of anyone of them, regardless of the negligence of the Landlord or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the Landlord. Upon request of the Landlord, Tenant shall, at no cost or expense to the Landlord, defend any suit asserting a claim for any loss, damage or liability specified above, and Tenant shall pay any cost and attorneys' fees that may be incurred by the Landlord in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the Landlord waiving its sovereign immunity pursuant to 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. This Paragraph shall survive the termination or cancellation of the Lease.

16. **ENVIRONMENTAL MATTERS**. The Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including, without limitation, clean-up costs and reasonable attorney's fees) resulting directly, or indirectly, from out of, or by reason of, any hazardous or toxic materials, substances, pollutants, contaminants, petroleum products, hydrocarbons or wastes being located on the property and being caused by the Tenant, Sub-Tenants, agents,

assigns, guests, invitees, or users of leased premises. The presence of said substance or materials on the leased premises shall raise the presumption that Tenant is the cause of such presence. This Paragraph shall survive the termination, or cancellation, of the Lease.

17. **PREVENTION OF USE.** If, after the effective date of this Lease, the Tenant is precluded or prevented from using the Premises for those primary purposes identified in Section 5 of this Lease, by reason of any zoning law, ordinance or regulation of Landlord or others having jurisdiction over the Premises and such prohibition shall continue for a period in excess of ninety (90) consecutive days, the Landlord may allow the Tenant to terminate this Lease by giving Landlord fifteen (15) days' notice in writing, in addition to any other remedies available to Tenant applicable by law.

18. **GOVERNMENT SEIZURE**. In the event the United States Government, or any agency or subdivision thereof, at any time during the term of this Lease takes over the operation or restricts the use of the airfield and/or Airport which results in the Tenant being unable to operate under the terms of the Lease, then the Lease may be extended upon mutual agreement of the Tenant and the Landlord for an additional period equal to the time the Tenant has been deprived of the value of this Lease. If the duration of the seizure exceeds ninety (90) consecutive days, the Landlord, at the Landlord's sole discretion, may terminate this Lease.

19. **DEFAULT BY TENANT**. As used in this Lease, the term, "event of default", shall mean any of the following:

(a) The failure of the Tenant to fulfill any duty or obligation imposed on the Tenant by the Lease;

(b) The appointment of a receiver or the entry of an order declaring the Tenant bankrupt or the assignment by the Tenant for the benefit of creditors or the participation by the Tenant in any other insolvency proceeding;

(c) The Tenant's failure to pay any consideration, to the Landlord, required by this Lease;

(d) The taking of the leasehold interest of the Tenant hereunder pursuant to an execution on a judgment;

(e) The Tenant's abandonment of any substantial portion of the leased premises. "Abandonment" shall be determined by the Landlord;

(f) The Tenant or any guarantor of Tenant's obligations hereunder, filing a petition for bankruptcy or being adjudged bankrupt, insolvent, under any applicable federal or state bankruptcy or insolvency law, or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any Tenant's obligations hereunder;

(g) The Tenant or any guarantor of the Tenant's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

(g) The Tenant shall not do or permit to be done any act which results in a lien being filed against the leased premises or the property which is not released of record **within thirty (30) days** of the date it is initially recorded in the Public Records of Indian River County, Florida. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the

property covered by this Lease, and that no third person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act of omission of said other party. All persons contracting with the Tenant or furnishing materials or labor to said Tenant, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, the Tenant shall discharge the same by payment or by filing a bond, or otherwise, as permitted by law. **The Tenant shall not be deemed to be the agent of the Landlord so as to confer upon a laborer bestowing labor or supplies upon the leased premises a mechanic's lien upon the Landlord's property or Sebastian Municipal Airport** under the provisions of the Florida Statutes, or any subsequent revisions thereof;

a. The liquidation, termination, death or dissolution of the Tenant or all Guarantors of the Tenant's obligations hereunder;
b. The Tenant fails for more than one hundred twenty (120) consecutive days to continuously conduct and carry on in good faith the type of business for which the leased premises are leased;

(i) The Tenant shall be in default of any other term, provision or covenant of this Lease, other than those specified in subparts (a) through (i) above. Upon the happening of any "event of default", the Landlord may, at its option, terminate this Lease and expel the Tenant from the leased premise without prejudice to any other remedy; provided, however, that before the exercise of such option for failure to pay rent or failure to perform any condition imposed herein upon the Tenant, the Landlord shall give written notice of such event of default to the Tenant, which thereafter shall have **thirty (30) days** from the date notice is sent by the Landlord within which to remedy or correct such default, unless such default is the failure to pay rent, in which case the Tenant shall have **ten (10) days** from the date notice is sent by the Landlord within which to remedy such default by paying all rent due.

20. **IDENTITY OF INTEREST**. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating, between the Landlord and the Tenant, the relationship of principal and agent, or of a partnership, or of a joint venture and the relationship between them shall be and remain only that of Landlord and Tenant.

21. **NOTICES AND REPORTS**. Any notice, report, statement, approval, consent, designation, demand or request to be given, and any option or election to be exercised by a party under the provisions of this Lease, shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below:

Landlord:

City of Sebastian
Attn: City Manager
1225 Main Street
Sebastian, FL 32958

Tenant:

Mullens Aviation
20580 Groveline Court
Estero, FL 33928

-provided, however, that either party may designate a different representative or address from time to time by giving to the other party notice in writing of the change.

Rental payments to the Landlord shall be made by the Tenant at an address to be furnished to the Tenant.

22. **RIGHT TO INSPECT**. The Landlord may enter the leased premises upon reasonable notice in order to do the following:

(a) To inspect or protect the leased premises or any improvement to a property location thereon;

(b) To determine whether the Tenant is complying with the applicable laws, orders or regulations of any lawful authority having jurisdiction over the leased premises or any business conducted therein;

(c) To exhibit the leased premises to any prospective tenant during the final sixty (60) days of the lease term, or at any time after either party has notified the other that the Lease will be terminated for any reason.

However, no authorized entry by the Landlord shall constitute an eviction of the Tenant or a deprivation of its rights or alter the obligation of the Landlord or create any right in the Landlord adverse to the interest of the Tenant hereunder.

23. **REMOVAL OF TRADE FIXTURES, SIGNS AND PERSONAL PROPERTY**. At the expiration of the Lease, the Tenant agrees to immediately surrender possession of the premises and all facilities thereon. Tenant shall have the right to remove all personal property owned by the Tenant provided any damages in removal are repaired by the Tenant at Tenant's sole cost. **Any personal property not removed within thirty (30) days shall be presumed abandoned**. The cost of removing any such abandoned property that the City deems unusable shall be indemnified to Landlord by Tenant.

24. **HEIGHT/HAZARD RESTRICTIONS**. The Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures and other obstructions on the leased premises to such a height so as to comply with all Federal Aviation Regulations, State laws and local ordinances, rules and regulations now existing and hereinafter promulgated. The Tenant expressly agrees for itself, its successors and assigns, to **prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard**. The Tenant covenants and acknowledges that the use of the leased premises as proposed by the Tenant **does not interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard**. The Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

25. **NONDISCRIMINATION**. The Tenant for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land the

following:

(a) No person on the grounds of religion, gender, marital status, race, color, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Tenant's facilities;

(b) That in the construction or improvements on, over or under the leased premises and the furnishing of services thereon, no person on the grounds of religion, gender, marital status, race, color, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

(c) That the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

In the event of the breach of any of the above non- discrimination covenants, the Landlord shall promptly notify the Tenant, in writing, of such breach and the Tenant shall immediately commence curative action. Such action by the Tenant shall be diligently pursued to its conclusion, and if the Tenant shall then fail to commence or diligently pursue action to cure said breach, the Landlord shall then have the right to terminate this Lease and to re-enter and repossess said land and improvements thereon.

26. **ENTIRE AGREEMENT**. This Lease contains all of the understandings by and between the parties hereto relative to the leasing of the premises herein described, and all prior agreements relative thereto have been merged herein or are voided by this instrument, which may be amended, modified, altered, changed, revoked or rescinded in whole or in part only by an instrument in writing signed by each of theparties hereto.

27. **ASSIGNMENT AND SUBLETTING**. The Tenant shall not assign this Lease or sublet the leased premises or any portion thereof, or otherwise transfer any right or interest hereunder **without the prior written consent of the Landlord**. If the Landlord consents, in writing, to the assignment, subletting or other transfer of any right or interest hereunder by the Tenant, such approval shall be limited to the particular instance specified in the written consent and the Tenant shall not be relieved of any duty, obligation or liability under the provisions of its Lease.

28. **BINDING EFFECT**. The terms and provisions of this Lease shall be binding on the parties hereto and their respective heirs, successors, assigns and personal representatives, and the terms of any Addendum attached hereto are incorporated herein.

29. **APPLICABLE VENUE**. In the event of litigation arising out of this writing, venue shall be in Indian River County, Florida and the terms of this

Lease shall be construed and enforced according to the laws of the State of Florida except to the extent provided by Federal law. THE PARTIES HEREBY WAIVE THE RIGHT OF TRIAL BY JURY OF ANY ISSUES SO TRIABLE.

30. **ATTORNEYS FEES**. In any action arising out of the enforcement of this writing, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, both at trial and all appellate levels, based upon the prevailing rates of private attorneys in Indian River County, Florida.

31. **RECORDING**. In no event shall the Lease or a copy thereof be recorded in the Public Records of Indian River County, Florida.

32. **MISCELLANEOUS**. The Landlord shall have the option, without waiving or impairing any of its rights hereunder, to pay any sum or perform any act required of the Tenant, and the amount of any such payment and the value of any such performance, together with interest thereon, shall be secured by this Lease, and shall be promptly due and payable to the Landlord.

All delinquent payments to the Landlord shall bear interest at the rate of 18% per year from the date the payments are due to the date of payment.

In the event of the Tenant's breach of any of the provisions of this Lease, the **Landlord shall thereupon have a lien** upon all revenues, income, rents, earnings and profits from the leased premises as additional security to the Landlord for the Tenant's faithful performance of each of the terms and provisions hereof, and to secure payment of all sums owing to the Landlord hereunder. Such liens shall be superior in dignity to the rights of the Tenant and any of its creditors or assignees or any trustee or receiver appointed for the Tenant's property, or any other person claiming under the Tenant. Upon the Landlord's termination of the Tenant's rights under this Lease by reason of the Tenant's default, all such revenues, income, rents, earnings and profits derived or accruing from the leased premises from the date of such termination by the Landlord shall constitute the property of the Landlord, and the same is hereby declared to be a trust fund for the exclusive benefit of the Landlord and shall not constitute any asset of the Tenant or any trustee or receiver appointed for the Tenant's property. The provisions of this paragraph shall be effective without the Landlord's re-entry upon the leased premises or repossession thereof, and without any judicial determination that the Tenant's interest under said lease has been terminated.

The Tenant acknowledges that the Landlord is required by law to operate under an Airport Master Plan and the Tenant covenants that he will use the leased premises consistent with the Airport Master Plan.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

James Mullens
Owner

Brian Benton
City Manager

ATTEST (SEAL):

Catherine Testa, Acting City Clerk

Approved as to form and legality
for reliance by the City of Sebastian only:

James Stokes, City Attorney

ATTEST:

Avery Johns

Witness:

Witness:

State of: Florida

County of: Indian River

The foregoing instrument was acknowledged before me on this 4th day of February, 2026, by James Mullens as the Owner of Mullens Aviation, either in person X or via electronic means____. He/She is personally known to me, or has produced his/her driver's license, or his/her Drivers License as identification, and did ___ or did not X take an oath.

NOTARY SEAL:

Notary Public State of Florida
Catherine E Testa
My Commission HH 606905
Expires 2/16/2029

SCHEDULE "A"

AERONAUTICAL HANGAR LEASE AGREEMENT

between

THE CITY OF SEBASTIAN

AND

Mullens Aviation

The City of Sebastian (Landlord) shall lease Mullens Aviation (Tenant) a 3600 SF Hangar facility, located at 70 Airport Drive West, Hangar G2, on the Sebastian Municipal Airport for the operation of an aeronautical business involving flight training, aircraft maintenance, inspections, storage, repairs and refurbishment. No other use may be conducted by the Tenant without the express written consent of the Landlord. Such consent may be withheld by the Landlord for any reason. *Aircraft painting, other than painting small parts with aerosol paints, is strictly prohibited.*

The Lease Term, Rent and Deposit shall be at a rate as described in Section 3 of the Lease Agreement. The lease rate is contingent upon FDOT and FAA review and approval.

Tenant will hold harmless the City of Sebastian, and Sebastian Municipal Airport, its employees, agents, invitees, guests, or assigns, of any claim or liability relating to tenant's operations.

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jeffrey Sabo, Airport Manager
SUBJECT	Consideration of selecting Infrastructure Consulting & Engineering for Design & Engineering Services on the Taxiway Golf Apron project under CSA-17, and authorize the City Manager or designee to execute

EXECUTIVE SUMMARY

Staff requests consideration of selecting Infrastructure Consulting & Engineering for Design Services on the Engineering & Design Phase of the Taxiway Golf Apron, at Sebastian Municipal Airport, under CSA-17. Authorize the City Manager to execute appropriate documents.

The PTGA FM454818-1-94-01, Engineer and Design Golf Apron Phase 1, was accepted by City Council on November 12, 2025, and allows the City of Sebastian to begin the Design process at Sebastian Municipal Airport. This approval will authorize Infrastructure Consulting and Engineering, a city-retained firm, to handle the surveys, base coring and tests to prepare for a coming construction grant. Monies for these services are funded in the previously approved FDOT Grant & Amendment covering 80% of the cost, and the City covers 20% of the cost.

RECOMMENDATION

Accept / Approve Infrastructure Consulting & Engineering CSA-17

ATTACHMENTS:

1. CSA-17
2. Exhibit "A" Scope of Work and Fees
3. FDOT Grant FM454818-1-94-01

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$189,535	$250,000	80% FDOT Grant $151,628 20% Airport Operating Budget $37,907

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN, FLORIDA
WORK AUTHORIZATION FORM
CONSULTANT SERVICE AGREEMENT (CSA)

Infrastructure Consulting and Engineering, Inc. (ICE)
5500 W. Idlewild Ave Suite 115, Tampa, FL 33634

Work Authorization No: CSA - # 17

Project Title: Design "Golf Apron" Phase 1,

IT IS AGREED to undertake the following work in accordance with the provisions of the Infrastructure Consulting & Engineering Master Agreement entitled "Non-Exclusive Agreement for Continuing Professional Engineering Consulting Services" Dated October 27, 2021.

Description of Assignment:
Infrastructure Consulting and Engineering will provide professional engineering services for Design Golf Apron Phase 1, at Sebastian Airport. This scope represents the design efforts for the construction of Design Golf Apron Phase 1, to improve airport capacity. The work/project will include pavement milling, reconstruction, installation of new Apron Signs, and SJRWMD permitting. The design will include FAA coordination and OE/AAA submittals, including CSPP.

1. **Preliminary Planning**
   N/A
2. **Permitting & Inspections**
   FAA OE/AAA submittal, including CSPP
3. **Contract Administration**
   N/A
4. **Vendor's Responsibility** (include estimated hours, if applicable)

Description	Estimated Hours
4.1 Construction Plans, Specifications, and Bidding Documents	N/A
4.2 Engineer's Report	N/A

5. **Pricing**

Description	Quantity	Contracted Unit Price	TOTALS
Preliminary Planning	N/A	N/A	N/A
FAA Permitting (OE/AAA submittals, including CSPP)	1	Included in 4.1	Included in 4.1
Contract Administration	N/A	N/A	N/A
4.1 Construction Plans, Specifications, and Bidding Documents	1	$189,535.00	$189,535.00
4.2 Engineer's Report	1	Included in 4.1	Included in 4.1

6. **Deliverables Provided to the City (surveys, plans, etc.)**

Description	Quantity
a. 30% Plans	1
b. 60% Plans and Engineer's Report	1
c. 90% Plans, Specifications, Bid Documents, and Engineer's Report	1
d. Final Plans, Specifications, Bid Documents, and Engineer's Report	1

Basic of Compensation/Period of Services:
The above referenced description for CSA # will be performed for a lump sum fee in the amount of $189,535.00.

AGREED:

VENDOR:

Date: 2/4/26

Doug Hambrecht
Infrastructure Consulting & Engineering

Attest:

Catherine Testa, Acting City Clerk

CITY OF SEBASTIAN:

Date: _____

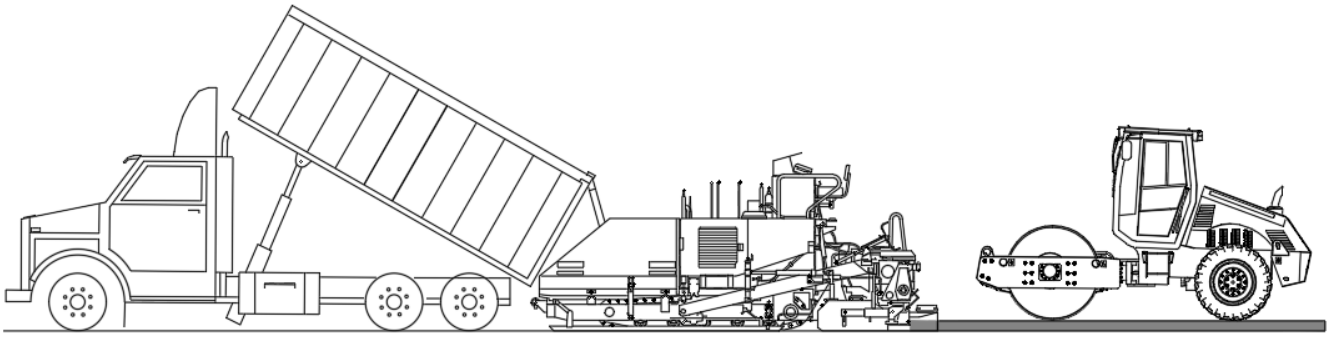
Brian Benton
City Manager

Approved as to Form and Content for
Reliance by the City of Sebastian Only:

James D. Stokes, City Attorney

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

DESIGN "GOLF APRON" PHASE 1
DESIGN, BIDDING,
AND PERMITTING SERVICES
SCOPE & FEE



INFRASTRUCTURE
CONSULTING & ENGINEERING

5550 W. IDLEWILD AVENUE,
SUITE 115,
TAMPA, FL 33634

EXHIBIT "A"
SCOPE OF WORK
DESIGN GOLF APRON PHASE 1

SEBASTIAN MUNICIPAL AIRPORT

PROJECT DESCRIPTION

The City of Sebastian and the Sebastian Municipal Airport (CITY) intend to construct a new Apron known as "Golf Apron" on the north side of the Taxiway "G" to increase airport capacity and provide additional aircraft parking. The proposed apron will support future hangar development on the northwest side of the airport. The new Golf Apron will be 115 feet wide and 705 feet long, constructed as a flexible pavement apron. The Apron will encompass the decommissioned Runway 13-31, which is 150 feet wide. The existing runway pavement exhibits significant distress, including potholes, longitudinal cracks with raveling, fatigue cracking, depressed areas, localized rutting, and oil deposits. The surface is oxidized and heavily raveled, resulting in a rough and unsafe condition with foreign object debris (FOD) from loose aggregates. The new pavement will correct deficiencies in the apron grade and provide a durable surface free of rutting and loose aggregate, creating designated aircraft parking positions for future hangar development on the north side of Taxiway "G." This project will extend the useful life of the existing pavement while providing a surface that meets or exceeds FAA grading requirements. The apron/ramp grade will be sloped at a minimum of 1% for 50 feet toward Taxiway "G," in compliance with NFPA 415. The estimated construction cost is **$1,300,000**.



This scope and fee for services provided by Infrastructure Consulting & Engineering (ICE) will be for **Design** efforts, **Permitting**, and **Bidding** Services for said project.

Phase 1 – 30% Plans:

ICE proposes to perform a structural and functional evaluation of the old runway pavement to assess the condition of the pavement and determine if it requires additional structural overlay. ICE proposes to perform a combination of nondestructive testing (NDT) and coring for a cost-effective and comprehensive evaluation of the pavement.

This preliminary engineering phase is intended to identify the cause of the pavement structure deficiencies and provide different engineering & construction alternatives for the Taxiway construction and includes various studies which generally will include Existing Pavement Structure strength evaluation, evaluation of pavement failures, determination of rehabilitation alternatives and cost analysis for the rehabilitation alternatives.

Preliminary Engineering activities include:

1. Perform Site Visits in order to assess existing pavement and subgrade conditions including the identification of all surface and subsurface deficiencies contributing to the pavement's poor performance.

    a. Ground Penetrating Radar (GPR). GPR provides continuous measurement of pavement thickness at highway speed (ASTM D6087). The thickness of the surface course and also be determined from the GPR data to select an appropriate milling depth. GPR testing is proposed to perform at 6' offset lines along the old runway to obtain a full coverage of the pavement thickness.

    b. Coring. Core samples are proposed to be extracted from the pavement at selected areas to examine the condition of the pavement layers as well as debonding between the layers. Core results will also be used to verify the GPR data.

    c. Borings shall be to approximately 10-20' depth. Cores shall be only to the bottom of pavement in order to define existing pavement section, with a frequency of one bore per 10,000 sf per FAA's "AC 15/5320-6G, Airport Pavement Design and Evaluation". A report will be generated in order to analyze and describe all materials encountered, with identification of pavement failures and pavement recommendations.

    d. Survey elevation grid will be maximum of 50'x50', except pavement areas and at all grade breaks and elevation changes, including top of bank and toe of slope of both sides of all ditches and swales to be 20'x20' or as necessary.

2. Develop an AutoCAD drawing from DTM survey for use in modeling the old Runway (New Golf Apron) Reconstruction.
3. Obtain and review any available historical documents: construction documents, as-builts from previous projects to determine existing pavement structure.

4. Analyze the existing pavement section.
5. Evaluation of the old runway 13-31 pavement based on geotechnical investigation above.
6. Incorporate results into the Preliminary Engineering Report.
7. Complete Preliminary Engineering Report including the various study elements:
    a. Project Narrative
    b. Topographical survey
    c. Geotechnical investigation.
    d. Existing Pavement Strength Evaluation:
    e. Engineering judgment for probable cause of pavement failures
    f. Design alternatives for pavement rehabilitation.
    g. Conduct a construction cost estimates for each rehabilitation alternative.
    h. Provide recommendation for preferred rehabilitation method.
8. Conduct in-house Quality Review for acceptable design practices and constructability.
9. Attend Pre-design Conference and review findings and discuss recommendations with airport personnel and FDOT/FAA as required.
10. Coordinate with the Airport Staff to optimize available construction monies and minimize the impacts in day-to-day operations of the airport.
11. Develop Projected Project Budgets

Phase 1 services will involve preliminary design and the production of 30% Plans. The design considerations shall include:

- Geotechnical Investigation,
- Field Survey,
- General Coordination with Airport Staff,
- Pavement Design/Analysis,
- Horizontal and Vertical Geometrics,
- Preliminary Cost Estimates,
- Engineer's Report,

The Consultant will prepare a revised Construction Cost Estimate, a 30% Engineer's Report, and the Preliminary Plans, which will include:

Cover Sheet	Project Layout Plan
Typical Sections	Demolition Plan
Profile Sheets	

<u>Deliverables:</u> Three (3) copies of the Preliminary Plans in 11"x17" format and 30% Engineer's Report will be submitted to the CITY for distribution to airport staff.

Phase 2 – 60% Plans

The Consultant shall address any changes requested by the airport at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- General Coordination,
- Grading,
- OE/AAA submittal (including CSPP)
- Construction Safety and Phasing Plan,
- Coordination with SJRWMD.
- Updated Cost Estimates,
- Engineer's Report
- Marking
- Signing

The Consultant will prepare a revised Construction Cost Estimate, a 60% Engineer's Report, and the 60% Plans, which will include:

Cover Sheet	Project Layout Plan
Typical Sections	Demolition Plan
Safety Plan	Staking Plan
Preliminary Grading Plans	General Notes
Preliminary Cross-Sections	Marking Plan
Preliminary SWPP plans	

The Consultant will meet with the City to review the Plans, Specifications, and the Engineer's Report to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 90% of the Construction Documents.

Deliverables: Three (3) copies of the 60% Plans in 11"x17" format and 60% Engineer's Report will be submitted to the CITY for distribution to airport staff.

Phase 3 – 90% Plans

The Consultant shall address any changes requested by the airport at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 90% Plans to include the following:

- Preliminary Front-End Documents,
- Preliminary Technical Specifications,
- Final Grading Design,
- Cost Estimates,
- Engineer's Report,
- Submittal to SJRWMD

The Consultant will prepare a revised Construction Cost Estimate, a 90% Engineer's Report, and the 90% Plans, which will include:

Cover Sheet	Project Layout Plan
Typical Sections	Demolition Plan
SWPP plans	Staking Plan
Safety Plan	General Notes
Final Grading and Drainage Plans	Final Cross Sections
Signing and Marking Plans	Construction Safety and Phasing Plan
Miscellaneous Details	Marking and Signage Plans

The Consultant will meet with the CITY to review the Plans, Specifications, and the Engineer's report to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with Final Construction Documents.

Deliverables: Three (3) copies of the 90% Plans in 11"x17" format, a draft set of specifications and front end documents, and 90% Engineer's Report will be submitted to the CITY for distribution to airport staff. A copy will also be sent to the FAA, and FDOT for review and comment.

Phase 4 – Final Contract Documents

The Consultant shall address minor changes to the plans and any comments from City Procurement for the bidding documents, and then proceed with the 100% Plans to include the following:

- Incorporate City Comments,
- Final Plans,
- Final Technical Specifications,
- Final Quantities.
- Final Front End Bidding Documents

The Consultant will prepare a Final Construction Cost Estimate, a 100% Engineer's Report, Bidding Documents and the Final Plans.

Deliverables): Three (3) copies of the 100% Plans in 11"x17"format, the final Engineer's Report and Contract Documents will be submitted to the CITY for distribution to airport staff, A copy will also be sent to the FAA, and FDOT for their files. Two full sized sets (22"x34") of signed and sealed plans will be submitted for CITY records.

Grant Services

The consultant will coordinate during the project to provide and submit design and bidding status reports to the FDOT and perform necessary coordination with the FDOT district office. Upon design and bidding completion, ICE will submit all required project documentation to agencies.

Phase 5 - Bidding Services

The Consultant shall perform general coordination with the City and Bidders and will:

- Prepare for and attend the Pre-Bid Conference.
- Prepare and distribute addenda as necessary.
- Attend the bid opening.
- Assist the City in tabulating and evaluating bids; and
- Assist the City with the re-bid of the project if the City rejects the bids for any reason. This work will be performed as an additional service requiring a negotiated contract, and
- Assist in the contract.

Other Provisions

a) The CITY will pay all costs associated with any permit application and/or impact fees.
b) Any mitigation of wetlands, impacts to threatened and endangered species, or other environmental efforts beyond the scope of the Focused EA will be performed under a separate agreement.

OUT OF SCOPE ITEMS

a) Environmental design and services.
b) FAA Categorical Exclusion.
c) Dewatering Permit.
d) Construction Administration and Inspection Services.

PROJECTED PROJECT SCHEDULE

DESIGN PHASE SERVICES

Task	Duration
Phase 1 – 30% Plans	60 Days
Phase 2 – 60% Plans	30 Days
Phase 3 – 90% Plans	30 Days
Permitting	30 Days
Phase 4 – Final Contract Documents	30 Days
TOTAL PROJECT DESIGN DURATION	**180 days ***

** Contingent on owner's review time)*

FEE

Exhibit B: Please see the attached detailed fee proposal.

INFRASTRUCTURE
CONSULTING & ENGINEERING

EXHIBIT "B"
Manhour and Fee Estimate
Design Golf Apron Phase 1

Sebastian Municipal Airport

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Summary

		PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
CLASSIFICATION	RATES	30% Plans HOURS	60% Plans HOURS	90% Plans HOURS	Final Contract Documents HOURS	Bidding Services HOURS	HOURS
Principal	$255.00	5	4	6	4	0	19
Sr. Project Manager	$220.00	28	35	29	18	13	123
Project Manager	$200.00	18	6	6	16	12	58
Senior Engineer	$200.00	57	39	36	28	12	172
Engineer	$170.00	41	50	66	42	6	205
Sr. Designer	$140.00	57	50	49	18	4	178
Designer	$105.00	50	82	76	30	2	240
Technician	$90.00	48	56	64	54	2	224
Administrative Assist.	$70.00	44	41	49	24	36	194
TOTAL HOURS		348	363	381	234	87	1413
TASK COST		$38,455.00	$41,540.00	$43,500.00	$27,410.00	$9,750.00	$160,655.00
DIRECT EXPENSES							
Reproduction		$250.00	$250.00	$250.00	$250.00	$250.00	$1,250.00
Postage		$50.00	$55.00	$75.00	$75.00	$75.00	$330.00
TOTAL EXPENSES		$300.00	$305.00	$325.00	$325.00	$325.00	$1,580.00
SUBCONSULTANTS							
Survey		$6,700.00					$6,700.00
Geotechnical Investigation		$16,200.00					$16,200.00
Ground Penetrating Radar (GPR)		$2,400.00					$2,400.00
Environmental Review Estimate		$2,000.00					$2,000.00
TOTAL SUBCONSULTANTS		$27,300.00	$0.00	$0.00	$0.00	$0.00	$27,300.00
TOTAL COSTS		$66,055.00	$41,845.00	$43,825.00	$27,735.00	$10,075.00	$189,535.00
Method of Payment		Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum

EXHIBIT "B"

Design Golf Apron Phase 1

Sebastian Municipal Airport

Phase 1 - 30% Design Plans

MANHOUR AND FEE ESTIMATE

Item/Task Description	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Engineer	Sr Designer	Designer	Technician	Administrative Assistant	Total Hours
Project Management	2	4								6
Coordination with Airport	1	2							8	11
Project Kick-Off Meeting	1	2							4	7
Meeting with FDOT, FAA		2							4	6
Coordination with Subconsultants		2	4	4					8	18
Review Past stormwater permits			4	4						8
Review available as-built info		2	4	4						10
Preliminary Pavement Design/ Analysis		2	4	8						14
Preliminary Drainage Evaluation, Review permits				8						8
Evaluation of Existing Conditions				4						4
Process Survey DTM				2	2	8		8		20
Preliminary Fillet Design										0
Horizontal Design				4	8	16	8			36
Generate Profiles				4	8	8	4			24
SJRWMD Pre-Application Meeting		4			8		4		2	18
Update the Construction Cost Estimate		2				2		2		6
Preliminary Construction Schedule		2		4					2	8
Prepare 30% Plans										
Cover Sheet					1		1	1		3
Project Layout Plan				1		2	2	2		7
Construction Safety and Phasing Notes				1		4	2	2		9
General Notes				1		1	1	1		4
Boring and Coring Plan				1		1	1	1		4
Boring and Coring Logs				1		2	2	2		7
Project Key Map				1		1	1	1		4
Typical Sections				1	2	4	8	8		23
Exist. Condition Plans					4	4	8	8		24
Profile Sheets					4	4	8	8		24
30% Engineer's report			2		4				8	14
Quality Control Review	1	4		4						9
Plot 30% 11"x17 plans (1 Copy)								4	8	12
Total Hours:	5	28	18	57	41	57	50	48	44	348

EXHIBIT "B"

Design Golf Apron Phase 1

Sebastian Municipal Airport

Phase 2 - 60% Design Plans

MANHOUR AND FEE ESTIMATE

Item/Task Description	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Engineer	Sr Designer	Designer	Technician	Administrative Assistant	Total Hours
Project Management	1	8							8	17
Coordination with Airport	1	8							8	17
Coordination with Subconsultants	1	2							4	7
Prepare for Review Meeting, Attendance, Minutes		4			4				2	10
60% Design										
Pavement Design/ Analysis		2	4	8						14
Drainage Evaluation, and Design				8						8
Fillet Design										0
Horizontal Design				8	8	16	16			48
Generate 3D Profiles				8	8	8	8			32
Coordination with SJRWMD		4			8		8		2	22
Update the Construction Cost Estimate		2				2		2		6
Preliminary Schedule		1		1					1	3
Prepare 60% Plans										
Construction Safety and Phasing Plans				1		4	2	2		9
Staking and Demolition Plan					4	4	16	16		40
Preliminary Grading Plan					4	4	8	8		24
Preliminary SWPP Plans				1	2	4	8	8		23
Drainage Details					4	4	8	8		24
Preliminary Cross Sections					4	4	8	8		24
60% Engineer's report			2		4				8	14
Quality Control Review	1	4		4						9
Plot 60% 11"x17 plans (1 Copy)								4	8	12
Total Hours:	4	35	6	39	50	50	82	56	41	363

EXHIBIT "B"

Design Golf Apron Phase 1

Sebastian Municipal Airport

Phase 2 - 90% Design Plans

MANHOUR AND FEE ESTIMATE

Item/Task Description	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Engineer	Sr Designer	Designer	Technician	Administrative Assistant	Total Hours
Project Management	1	8							8	17
Coordination with Airport	1	8							8	17
Coordination with FDOT, and FAA	1	2							4	7
Prepare for Review Meeting, Attendance, Minutes		2			4				2	8
Preliminary Front End Documents	1			4	8				4	17
Preliminary Technical Specifications	1			8	8				4	21
90% Design										
Finalize Pavement Design/ Analysis		2	4	4						10
Finalize Drainage Evaluation, and Design				4						4
Finalize Fillet Design				2				2		4
Finalize Horizontal Design				4	4	8	8			24
Generate 3D Cross Sections				4	4	8	4			20
Prepare and Submit SJRWMD Permit Application		2			8		8		2	20
Update the Construction Cost Estimate						2		2		4
Final Schedule		1		1					1	3
Prepare 90% Plans										
Leveling Plans					4	4	8	8		24
Grading and Drainage Plan					4	4	8	8		24
SWPP Plans, Details and Notes				1	2	4	4	4		15
Profile Sheets					4	4	8	8		24
Drainage Details					4	4	8	8		24
Marking Plans and Details					4	4	8	8		24
Guide Sign Layout and Details					2	2	4	4		12
Cross Sections					1	1	4	4		10
Construction Details					1	4	4	4		13
90% Engineer's report			2		4				8	14
Quality Control Review	1	4		4						9
Plot 90% 11"x17 plans (1 Copy)								4	8	12
Total Hours:	6	29	6	36	66	49	76	64	49	381

EXHIBIT "B"

Design Golf Apron Phase 1

Sebastian Municipal Airport

Phase 4 - Final Contract Documents

MANHOUR AND FEE ESTIMATE

Item/Task Description	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Engineer	Sr. Designer	Designer	Technician	Administrative Assistant	Total Hours
Project Management	1									1
Coordination with Airport	1									1
Prepare for Review Meeting, Attendance, Minutes	1				4				2	7
Finalize Plans				8	12	12	24	40		96
Calculate Final Quantities & Eng. Est. of Probable Cost					2	2	2	2		8
Prepare and Submit OE/AAA		2		4	4			4		14
Address comments										0
Finalize Technical Specifications				8	10				4	22
Finalize Front End Docs		4	4	4					12	24
Assemble Bid Schedule				2	2					4
Plot full size and 11"x17" Plans						4	4	8		16
Prepare Final Engineer's Report		8	8	2					4	22
Quality Review and Control	1	4	4		8				2	19
Total Hours:	4	18	16	28	42	18	30	54	24	234

EXHIBIT "B"

Sebastian Municipal Airport

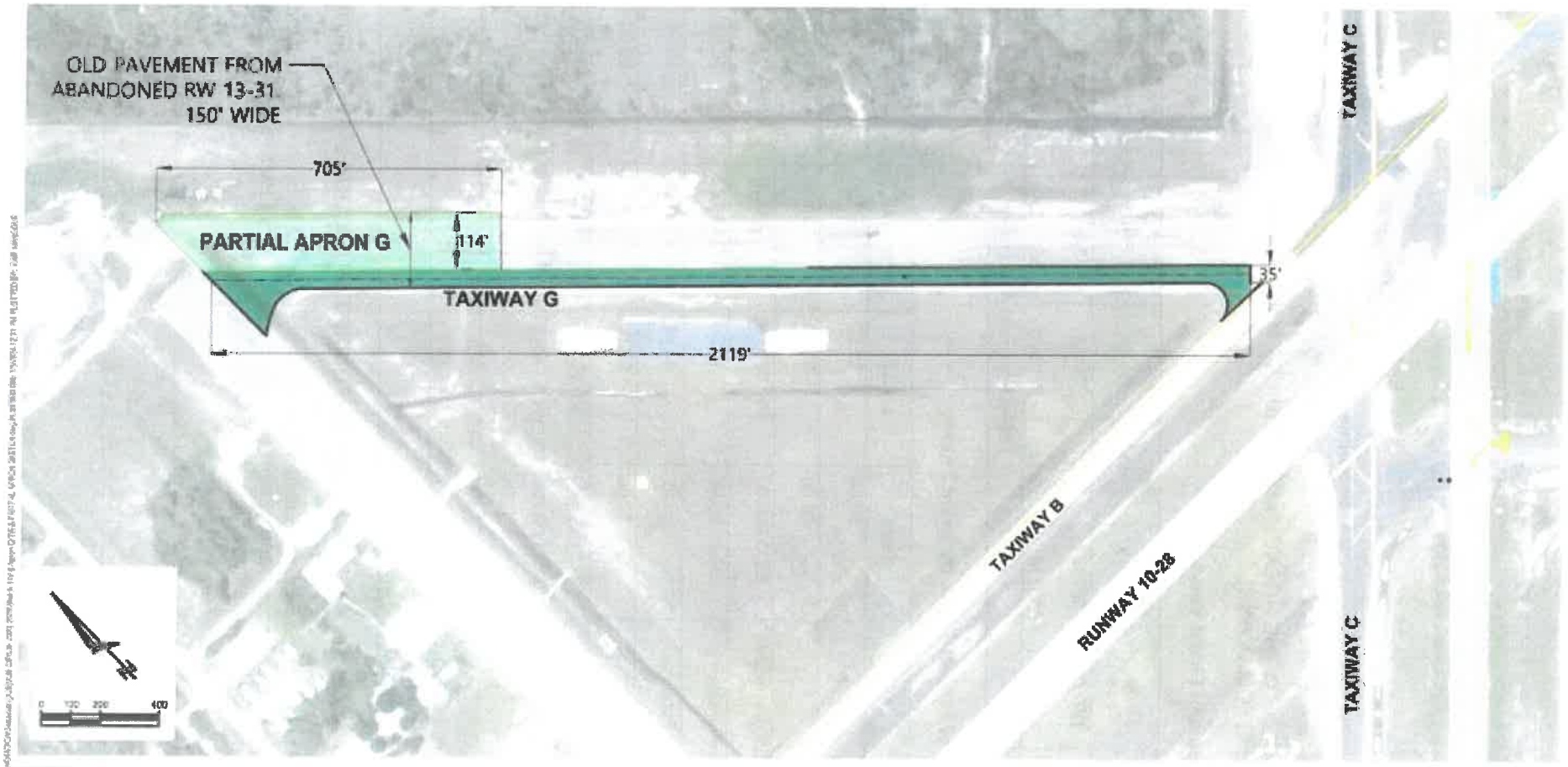
Design Golf Apron Phase 1

Phase 5 - Bidding Services

MANHOUR AND FEE ESTIMATE

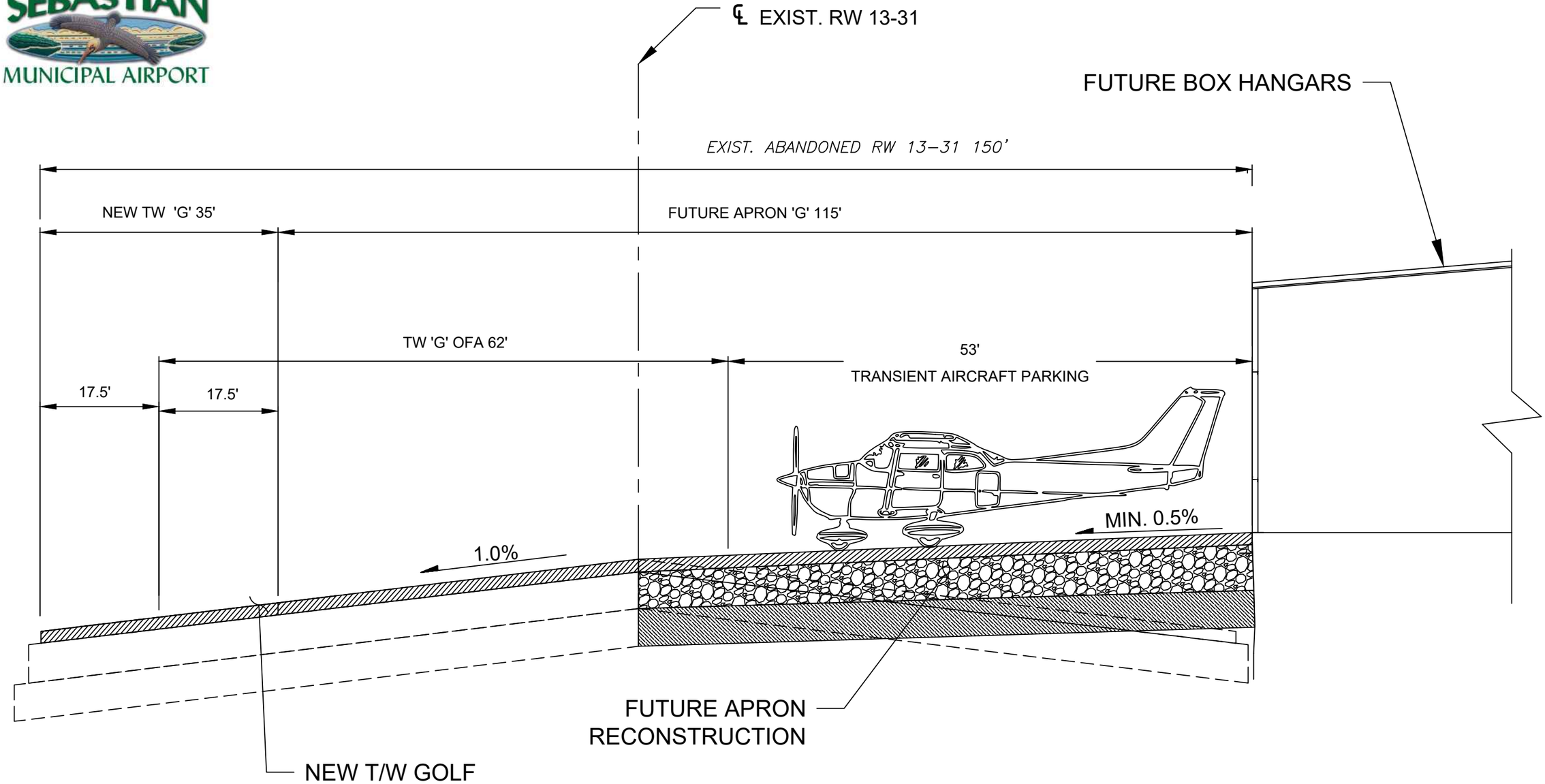
Item/Task Description	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Engineer	Sr. Designer	Designer	Technician	Administrative Assistant	Totals
General Coordination with City		2	2	2	2				4	12
Prepare Pre-Bid Agenda			2	2					2	6
Attend Pre-Bid Conference		2	2							4
Prepare Minutes to Pre-Bid		1		2					4	7
Answers to Bidders/Issue Addenda		2	2	2	2	2	2	2	8	22
Review Bids for Responsiveness		2	2	2	2				8	16
Certified Bid Tabs		2		2		2			8	14
General Coordination with Low Bidder		2	2						2	6
Total hours:	0	13	12	12	6	4	2	2	36	87

SEBASTIAN MUNICIPAL AIRPORT



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SEBASTIAN MUNICIPAL AIRPORT



TAXIWAY "G" TYPICAL SECTION

N.T.S.

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Pavement Reconstruction

Engineer's Opinion of Probable Construction Cost

Golf Apron for FY 2027

DATE: February 3, 2026

Item No.	Spec. No.	Item Description	Quantity	Unit	Unit Price	Amount
		Sitework				
1	1530	Barricades	1	LS	$25,000.00	$25,000.00
2	1720	Project Record Documents	1	LS	$5,000.00	$5,000.00
3	2000	Construction Layout and As-built Survey	2	LS	$20,000.00	$40,000.00
4	C-100	Contractor Quality Control Program (CQCP)	1	LS	$35,000.00	$35,000.00
5	C-102-1	Installation and removal of silt fence	750	LF	$10.00	$7,500.00
6	C-102-2	Temp. Check Dam	3	EA	$800.00	$2,400.00
7	C-105	Mobilization (10% Max.)	1	LS	$104,000.00	$104,000.00
8	1720	Project Record Documents	1	LS	$8,000.00	$8,000.00
9	S-140-1	Bituminous Surface Removal (Up to 2")	9,010	SY	$4.00	$36,040.00
10	S-140-1	Exist. Base Removal (Up to 19")	9,010	SY	$7.00	$63,070.00
10	P-152-1	Unclassified Excavation	1	LS	$25,000.00	$25,000.00
11	P-152-2	Embankment	5,000	CY	$15.00	$75,000.00
12	P-152-3	Clearing and Grubbing	1	LS	$6,000.00	$6,000.00
13	P-160	12" Stabilized Subgrade	9,060	SY	$15.00	$135,900.00
14	P-219	Recycled Concrete Aggregate Base Course	9,060	SY	$18.00	$163,080.00
15	FDOT-334	Superpave Asphalt Concrete SP-12.5, 3"	1,550	TON	$150.00	$232,500.00
16	FDOT-300	Bituminous Prime Coat	1,360	GAL	$6.00	$8,160.00
17	FDOT-301	Emulsified Asphalt Tack Coat	1,360	GAL	$6.00	$8,160.00
18	P-620-1	Reflective Pavement Marking	1	LS	$8,000.00	$8,000.00
19	P-620-2	Non Reflective Pavement Marking	1	LS	$4,000.00	$4,000.00
20		Aircraft Tie Down (Including Galvanized STEEL Anchor and Concrete Collar	1	LS	$8,000.00	$8,000.00
21	D-701	Drainage	1	LS	$30,000.00	$30,000.00
22		Apron Guidance Signs	1	LS	$8,000.00	$8,000.00
23	FDOT-570	Performance Turf	1.00	AC	$5,000.00	$5,000.00
24	T-904	Sodding	1.00	AC	$6,000.00	$6,000.00
25	T-905	Topsoil Placement	200	CY	$20.00	$4,000.00
						$1,052,810.00
		10% Construction Preliminary Estimate Uncertainty				$105,281.00
		ENG CONSTUCTION ADMIN. & INSPECTION (13%)				$136,865.30
		ADMIN. FEE				$3,500.00
		IFE				$0.00

Total CONSTRUCTION FEE=	**$1,298,456.30**
ENGINEERING DESIGN FEE	
Total DESIGN FEE=	**$240,000.00**
Total PROJECT COST FEE=	**$1,538,456.30**

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

January 26, 2026

Hamed Jafarian, PE
Infrastructure Consulting & Engineering
5550 W. Idlewild Ave., Suite 115
Tampa, FL 33634

RE: Proposal for Topographic Surveying Services at Sebastian Municipal Airport, Golf Apron Phase 1, City of Sebastian, FL

Dear Hamed:

Thank you for the Request for Proposal. R.M. Barrineau and Associates, Inc has prepared the following Scope of Surveying Services and timeline for the referenced project.

Scope of Services: **Fee: $ 6,700.00**

Topographic Surveying Services:
The services will be completed in accordance with the Standards of Practice for Professional Surveyors and Mappers, as set forth in the Florida Administrative Code and City of Sebastian Land Development Code Standards.

1. Elevation grid maximum of 50'x50', except pavement areas and at all grade breaks and elevation changes, including top of bank and toe of slope of both sides of all ditches and swales to be 20'x20' or as necessary.
2. All above-ground site features with descriptions including but not limited to pavement edges (PC, PT, and approx. midpoint on curves), driveways, sidewalks, walls, fences, signs (include sign message), buildings, pavement markings, and any other visible physical improvement.
3. All underground site features and utilities with descriptions including but not limited to water, sewer, storm sewer, power, communications/cable, and gas. Obtain utility locate from Sunshine State One Call and survey painted locate lines. Obtain data from any valve, clean out, manhole, junction box, meter, etc. encountered on site. Include pipe inverts /conduit size and type for all underground utilities or drainage. Include upstream and downstream locations and inverts of storm or sanitary sewer pipes coming into or out of the site,

regardless of location.
4. Sufficient Control points. (Min. 3) within the Site Limits.
5. NAD 83 State Plane, Florida East Zone (1990 adjustment) for Horizontal control datum.
6. NAVD 88 for vertical control datum.
7. Provide **deliverables**:
a. In AutoCAD 2020 format complete with contours, breaklines, features, callouts, spot elevations, symbols, and control points.
b. Signed and sealed hard copy matching the provided cad file.
c. ASCII point file in .txt or .csv format including Northing, Easting, Elevation, and Description. Include a text or pdf file with a list of the meaning of all abbreviations used.

Schedule for Surveying Services:
Estimated timeline for Survey to is four weeks from notice to proceed.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding the proposal, please do not hesitate to contact our office. If the terms are acceptable, please email authorization to proceed and we will schedule the project. An invoice will be submitted upon completion of the project, with payment due in 30 days. Thank you for the opportunity to submit a proposal for this project.

Sincerely,
Diane Barrineau
Diane Barrineau, CFO
R.M. Barrineau and Associates, Inc.

KSM ENGINEERING AND TESTING

KSM Proposal No.: 26054
January 26, 2026

Client Name: **Infrastructure Consulting & Engineering**
Attn: Hamed Jafarian, P.E.
5550 W. Idlewild Ave, Suite 115
Tampa, FL 33634
Phone: 813-305-0164 | Cell: 813-317-7702
Email: hamed.jafarian@ice-eng.com

Re: **Proposal for Geotechnical Investigation**
Sebastian Municipal Airport Golf Apron Phase 1
Sebastian, Florida

Dear Mr. Jafarian,

Thank you for the opportunity to submit a proposal to perform geotechnical engineering services on the above referenced project. Keller, Schleicher and MacWilliam Engineering and Testing, Inc. (referred to as "KSM" or "Engineer") will be providing the following geotechnical engineering and/or testing services relating to the above-mentioned Project in accordance with the Industry Standard of Care and the current Florida Building Code.

Project Description – KSM understands that the project will consist of the construction of an expansion at the Golf Apron on the northwest side of the Airport. The locations of our borings will be in the approximate locations as shown on the map provided to our office.

Field Investigation – Testing will be performed in general accordance with applicable ASTM and/or industry standards and will consist of the following:

1. Perform (16) Standard Penetration Test (SPT) borings to depths of 15' within the limits of the site within the vicinity of the requested locations.

2. Perform (3) SPT borings to a depth of 20' within the areas depicted as DRI-1 through DRI-3 on the provided sketch.

3. At (2) locations, obtain representative soil samples from 2' below existing grade and perform laboratory testing to measure the California Bearing Ratio (CBR) value.

4. Perform (3) in field rising constant head / or constant head permeability tests.

5. Perform (3) shallow laboratory permeability tests on samples from 1'-4' below grade and (1) deep laboratory permeability test on samples from 7'-9' below grade.

Laboratory Services – Perform limited laboratory testing to confirm visual classifications.

- KSM will furnish gradation data for soils encountered at the CBR sample locations.
- Testing may also include, but is not limited to, sieve analysis, natural moisture, organic, permeability, and/or Atterberg limits.

Engineering Services – A geotechnical report will be provided following the completion of the field testing which will include the following:

- Boring logs illustrating the visually and laboratory tested classification in accordance with the Unified Soil Classification System, thickness of each encountered strata, estimated relative density, and encountered groundwater depth.
- Estimated CBR values for the soils encountered at the CBR sample locations

Building and Pavement (Parking and Access Roads) Recommendations

- Provide recommendations for site preparation for the pavement areas.
- Provide recommendations for foundation design and minimum pavement design.

Stormwater Retention

- Provide estimated laboratory and in-field permeability results.
- Provide estimated seasonal groundwater fluctuations.

Scope Limitations - KSM will contact Sunshine 811 to locate public utilities around the boring locations. The client is responsible for marking all known and private underground utilities. Access to the boring locations should be provided by the client – at a minimum KSM requires stable paths cleared through undeveloped sites that are free of debris and vegetation and sufficient for our drill rig to traverse and for our work to be performed safely.

We will make reasonable efforts to minimize ground disturbance to the property as a result of our field exploration. However, in the normal course of our work activities some disturbances will occur. We have not budgeted to restore the site beyond backfilling our boreholes with soil cuttings. Our services do not include re-vegetation and/or landscaping restoration or repairing rutting caused by our drilling equipment.

Required Permitting - The scope of work outlined in the tasks above does not include any permitting services that may be required to perform our testing.

Survey for Utilities - A private utility locate to be performed to locate underground utilities within the vicinity of our boring locations, if required.

The fee to complete the geotechnical investigation and engineering services, including the furnishing of all material along with labor necessary for the laboratory testing and preparing the report is estimated to be:

Field Investigation, Laboratory Services & Engineering Report	$16,200 _____	please initial
Private Utility Location, performed by others (if required)	$2,400 _____	please initial

KSM ENGINEERING AND TESTING

KSM Proposal No.: 26054
January 26, 2026

We look forward to working with you on this project.

Respectfully Submitted,

Julie E. Keller, P.E.
President

JEK/lh/KSM
This proposal is good for 60 days

Accepted this _____day of _____, 2026, by

_____
Signature

_____
Printed Name

All invoices are due upon receipt. Past due balances will accrue interest charges at 1.5% monthly. Client agrees to pay any collection costs incurred to collect the amount balance, including reasonable attorney's fees.

Schedule and Additional Services

KSM will work closely with the Client to establish a favorable schedule to complete all field and laboratory work. The above indicated fee is based on the site being open and accessible for our truck-mounted drill rig or for a KSM technician to gain access to the project site to complete the requested geotechnical testing. Open and accessible means that a normal size truck can safely drive into the site and perform the required borings, heavily wooded areas or sites with steep inclines or declines will need to be cleared / altered in order for KSM to access the site safely. **Additional fees will apply if another drill rig is required to be mobilized to complete the required soil boring or if our technicians are unable to perform the requested testing**. Please note that if unsuitable material is encountered, KSM will have to mobilize another drill rig as the truck-mounted drill rig is not designed for deep borings and reserves the right to amend our total fee. If additional locations are requested after the approval of this Agreement, KSM reserves the right to amend as required based upon the request.

Cancellation Terms

KSM's schedule to complete the requested field work varies each day and is unfortunately weather dependent. If KSM is unable to perform the required field work due to unforeseen weather conditions, KSM will automatically move your project onto the next available workday and the client shall be notified. Please note that if you wish to cancel any services to be performed by KSM, the client must do so in writing and prior to the scheduled day of the service. Cancellation via phone is not accepted unless accompanied by an email the same day. Cancellation after field work has begun or completed will be subjected to partial or full payment of the agreed upon fee and the client agrees to pay the fees to cover the work completed.

Limitation of Liability

The client hereby agrees, to the fullest extent permitted by law, that KSM's and its officers and employees total liability to the client and all others for any and all injuries, claims, losses, expenses, damages (including consequential damages), or claim expenses arising out of the agreement or its breach, from any cause shall not exceed $1,000 or the total amount of the Service provided, whichever is greater. Such causes include, but are not limited to, KSM negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. The client agrees to defend, indemnify and hold KSM harmless from all claims for liability in excess of the limits set forth above, for injury or loss sustained or alleged by any person or entity, whether a party to the agreement or not, and allegedly arising out of KSM performance or services.

Client Terms & Conditions

KSM will perform the Services in accordance with the following "Industry Standard of Care: (A) in a prompt, diligent, competent and professional manner; (B) during normal business hours for Client; and (C) in accordance with: (1) that degree of care and skill exercised by engineers providing similar services to other customers and in accordance with the custom and trade of KSM's industry; (2) any practices otherwise specified in writing by Client to KSM; (3) the

specific plans, specifications, standards, descriptions, recommendations and drawings that have been provided to KSM including, without limitation, any amendments or alterations to them made by Client from time to time; and (4) in compliance with all applicable laws, including any and all state engineering rules and regulations. In the event KSM shall provide any type of inspection services, it is understood and agreed that KSM neither guarantees such contractors' or subcontractors' performance nor assumes any duty to supervise construction and safety procedures followed by the Client or its contractor(s) and subcontractor(s) nor for any public liability for property damage caused through acts of the Client and its contractor(s) and subcontractor(s).

Client recognizes that KSM is not responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of a building or project on the behalf of Client or the Client's customers, nor shall KSM be responsible for Client and its contractor(s) or subcontractor(s) failing to comply with building code or specific recommendations or structural design by KSM. If Client makes any alteration to the provided report or permit drawings without the consent of KSM in connection with any reuse by Client, Client shall defend, indemnify and hold harmless KSM against claims arising solely out of such alteration; provided, however, nothing herein shall be deemed to release KSM from liability for that portion of the Project Documents prepared by KSM.

Any claim arising out of or related in any way to this Completed Service or Agreement (a "Claim") shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediations under this Agreement shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation proceeding shall be held in the city with the largest population in the state in which a project for which Services are provided is located over which the dispute arises. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be Litigation in a court of competent jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

The Consultant should be retained to perform and/or monitor Construction Testing services. If Client elects to not have Consultant provide Construction Testing services or terminates, modifies, or reduces any portion of Consultant's services under this Agreement, Client shall indemnify and hold Consultant and its consultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES; KELLER, SCHLEICHER and MacWILLIAM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, PRINCIPAL, ETC. MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT OR SERVICE.

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RESOLUTION NO. R-25-45

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN FDOT GRANT AGREEMENT, FM454818-1-94-01, FOR FUNDING OF "ENGINEER & DESIGN GOLF APRON PHASE 1" AT THE SEBASTIAN MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT has extended FDOT Grant Agreement FM454818-1-94-01 in the amount of $250,000 for the engineering and design of the terminal apron expansion at Sebastian Municipal Airport, providing for 80% of the actual project cost, said project cost for the City of Sebastian is estimated to be $50,000 and

WHEREAS, the City of Sebastian desires to begin the design phase and agrees to the conditions of such funding.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEBASTIAN, AS FOLLOWS:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute said FDOT Grant Agreement FM454818-1-94-01 on behalf of the City.

Section 2. CONFLICTS. All resolutions or parts of resolutions in conflict are hereby repealed.

Section 3. SEVERABILITY. The provisions of this Resolution are intended to be severable. If any provision of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 4. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of City Council by filing a corrected copy of same with the City Clerk.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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The foregoing Resolution was moved for adoption by Council Member McPartlan.

The motion was seconded by Council Member Matthews and, upon put to a vote, the vote was as follows:

Council Member Bob McPartlan	aye
Council Member Fred Jones	aye
Council Member Ed Dodd	aye
Council Member Sherrie Matthews	aye
Council Member Chris Nunn	aye

The Mayor Council thereupon declared this resolution duly passed and adopted the 12th day of November, 2025.

CITY OF SEBASTIAN, FLORIDA

Mayor Fred Jones

ATTEST:

Catherine Ekesta for
Jeanette Williams, City Clerk

Approved as to form and legality for reliance by the City of Sebastian only:

James D. Stokes, Interim City Attorney

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
454818-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55042010429
Contract Number:	G3M20	Federal Award Date:	N/A	Vendor Number:	VF596000427008
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 12/18/2025 | 6:09 PM EST, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sebastian, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Engineer and Design Golf Apron Phase 1, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

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X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $200,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities.** Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

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c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Sebastian

By: _____

Name: Brian Benton

Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: John Krane
A534C9FDF7984A5...

Name: John P. Krane, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Signed by: Francine Steelman
43DE6BB3D3BF464...

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Engineer and Design Golf Apron Phase 1

B. Project Location (limits, city, county, map): Sebastian Municipal Airport/Sebastian, FL/Indian River

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents for the taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

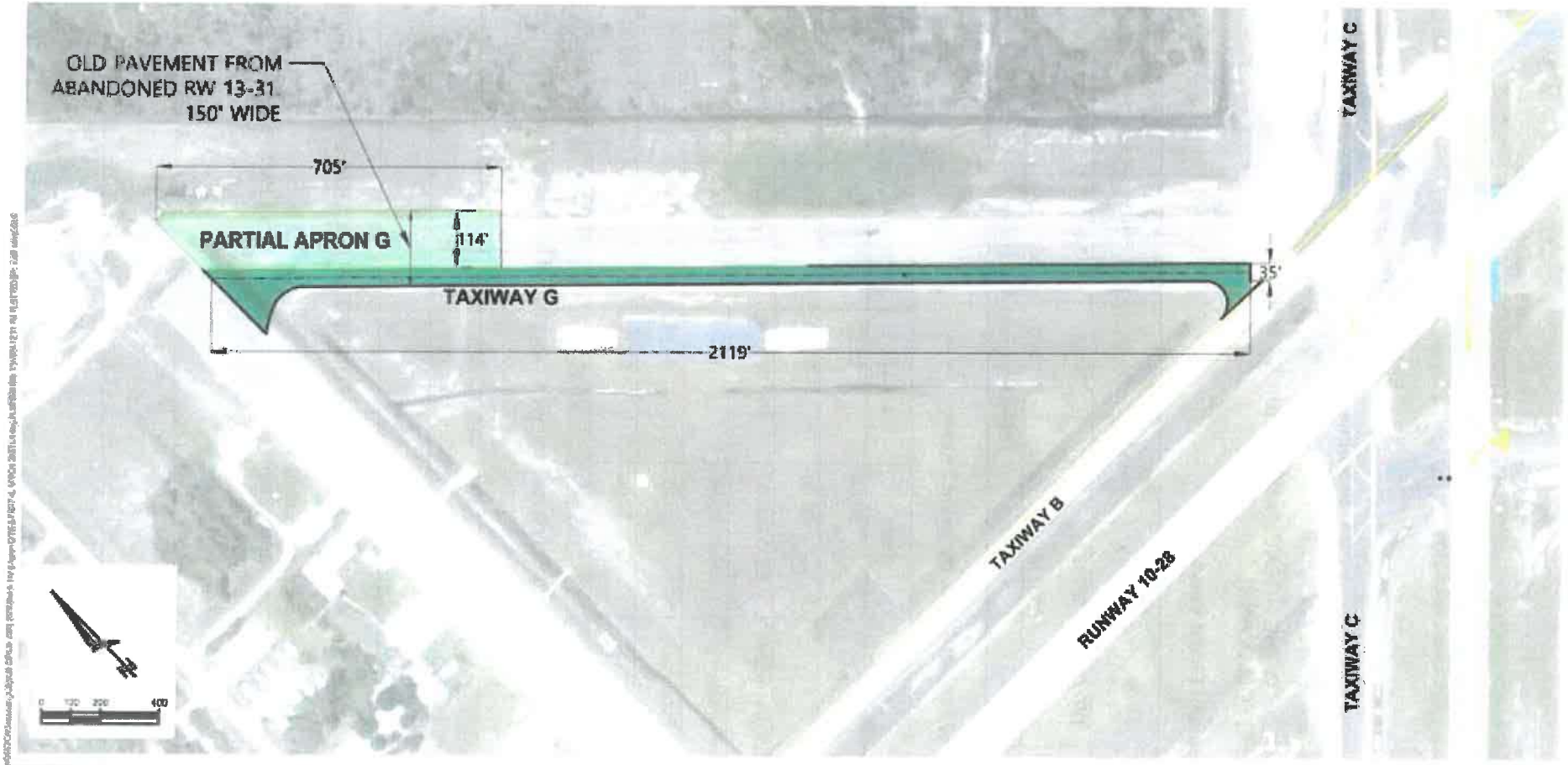
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

SEBASTIAN MUNICIPAL AIRPORT



RECONSTRUCT TAXIWAY G & APRON

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454818-1-94-01	DPTO	088719	2026	751000	55.004	Aviation Grant Program	$200,000.00
454818-1-94-01	LF	088719	2026	751000	55.004	Aviation Grant Program	$50,000.00
	Total Financial Assistance						$250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$200,000.00	$50,000.00	$0.00	$250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$200,000.00	$50,000.00	$0.00	$250,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Carlos Castro
Department Grant Manager Name

DocuSigned by:
Kadian Foster
3B39GED413B01413...
Signature

12/18/2025 | 2:55 PM EST
Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Carlos Castro (email: Carlos.Castro@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Laurie McDermott.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

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b. **Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. **Local Government Requirements**
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. **Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. **Local Government Requirements**
- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use.**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans.**

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan.**

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.

b. **Administration**. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $200,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF SEBASTIAN
CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00 and authorize the City Manager or designee to execute.

EXECUTIVE SUMMARY

On December 2, 2024, the City of Sebastian received a grant from the Florida Inland Navigation District (FIND) for the Stan Mayfield Working Waterfront Phase I Structural Assessment. The grant covers updating the structural assessment, completing the final design, obtaining permit approvals, and completing the bid solicitation package. FIND shall contribute no more that 50% of the project's expenses, not to exceed $100,000.00.

When the City began working with Kimley-Horn, the services were to be covered under the City's 2021 contract for Continuing Engineering Services. However, the contract expired on February 17, 2026, and the new Continuing Engineering and Architectural Services solicitation has not been awarded. To avoid delays in the design and permitting process, and ensure completion by the grant expiration date (September 30, 2026), staff intends to enter into a professional services agreement with Kimley-Horn & Associates, Inc. Per the City's Code of Ordinances, Section 2-10(f)(9), competitive solicitations are waived or not required for professional and personal service contracts. However, if the contracts exceed $15,000, they must be approved by the City Council.

RECOMMENDATION

On behalf of the Community Development Department, the Procurement Division recommends that the CRA approve the Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida, in the amount of $118,500.00, and forward to the City Council for approval.

ATTACHMENTS:

1. Procurement Justification
2. Professional Services Agreement with Kimley-Horn & Associates, Inc. for Design and Permitting of 1540 Indian River Drive, Sebastian, Florida

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$118,500.00	$200,000.00	$100,000.00 FIND Grant (50%) $50,000.00 CRA FY25 (25%)

		$50,000.00 GF Reserves FY25 25%

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: February 11, 2026

TYPE OF PURCHASE:

- ☐ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☐ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Kimley-Horn & Associates, Inc.

ITEMS OR SERVICES REQUIRED: Professional Design Services

ADDITIONAL INFORMATION
Per the City's Code of Ordinances, Section 2-10(f)(9), competitive solicitations are waived or not required for professional and personal service contracts. However, if the contracts exceed $15,000, they must be approved by the City Council.

Approved: Jessica Graham
Digitally signed by Jessica Graham
DN: cn=Jessica Graham, c=US, o=City of Sebastian, ou=Procurement Division, email=jessgraham@cityofsebastian.org
Date: 2/11/26 5:26:53 PM

Jessica Graham, Procurement/Contracts Manager

CITY OF SEBASTIAN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR 1540 INDIAN RIVER DRIVE, SEBASTIAN, FL WITH KIMLEY-HORN & ASSOCIATES, INC.

THIS AGREEMENT made and entered into the ___ day of _____, 2026 by and between the **City of Sebastian, Florida**, whose address is 1225 Main Street, Sebastian, FL 32958, a municipal corporation of the State of Florida, hereinafter referred to as the "**City**" and **Kimley-Horn and Associates, Inc. (**FEIN: 56-0885615**)**, whose principal and local address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 hereinafter referred to as the "**Consultant**". The City and the Consultant are collectively referred to herein as the "Parties."

***WITNESSETH*:**

WHEREAS, the City desires to retain the CONSULTANT to provide Professional Design Services as defined in Florida Statute 287.055; and

WHEREAS, the City desires to retain the Consultant to provide professional services, as subsequently specifically set out in Exhibit A; and

WHEREAS, the City desires to employ the Consultant to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the Consultant is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the Consultant hereby warrants and represents to the City that it is competent and otherwise able to provide professional services to the City; and

WHEREAS, the City desires to retain the Consultant to provide all labor, materials, equipment, facilities, and services included in, but not limited to, the guidelines in the scope of work; and

WHEREAS, the City desires to use the expertise and knowledge of the Consultant; and

WHEREAS, the Consultant recognizes the importance of strict adherence to all laws, rules, and regulations, particularly regarding safety procedures and processes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS

1.1 The term "Consultant" as used in this agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents, and assignees providing services under this agreement.

1.2 The Consultant acknowledges that the City may retain other service providers to provide the same services for City projects. At its option, the City may request proposals from the Consultant and the service providers for City projects. The City reserves the right to select which service providers shall provide services for the City's projects.

1.3 This agreement is for professional services for 1540 Indian River Drive, Sebastian, FL 32958, as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

1.4 The recitals above are true and correct and form and constitute a material part of this agreement upon which the parties have relied.

1.5 Each party hereto represents to the other that it has undertaken all necessary actions to execute this agreement and has the legal authority to enter into it and undertake all obligations imposed on it. The person(s) executing this agreement for the Consultant certify that they are authorized to bind the Consultant fully to the terms of this agreement.

1.6 Time is of the essence of the lawful performance of the duties and obligations contained in this agreement, including, but not limited to, each purchase order. The parties agree that they shall diligently and expeditiously pursue their respective obligations outlined in this agreement and each purchase order.

1.7 When the term "law" is used herein, it shall include statutes, codes, rules, and regulations of any type or nature enacted or adopted by a governmental entity of competent jurisdiction.

1.8 The Consultant hereby guarantees the City that all work and all material, supplies, services, and equipment listed on a Purchase Order meet the requirements, specifications, and standards provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

1.9 It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of co-partners between the parties or as constituting the Consultant (including, but not limited to its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The Consultant is to be and shall remain independent concerning all services performed under this agreement.

1.10 Persons employed by the Consultant in the provision and performance of the goods and/or services and functions under this agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

1.11 No claim for goods and/or services furnished by the Consultant not specifically provided for herein or in a purchase order shall be honored by the City.

SECTION 2: SCOPE OF SERVICES

2.1 The Consultant shall safely, diligently, and professionally and timely perform with its equipment and assets and provide goods and/or services included in each subsequently entered purchase order. Unless modified in writing by the parties hereto, the Consultant's duties shall not be construed to exceed the provision of the goods and/or services pertaining to this agreement.

2.2 The Consultant shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this agreement and specifically detailed in various purchase orders as may be issued from time to time by the City.

SECTION 3: PURCHASE ORDERS

3.1 The provision of services to be performed under the provisions of this agreement shall be commenced as outlined in the City's solicitation documents upon the execution of this agreement and a purchase order issued on a form provided by the City hereunder commencing the provision of goods and services. Additional services to be performed by the Consultant to the City shall be authorized in a written change order issued by the City on a form provided by the City. Purchase orders executed by the City shall include a detailed description of quantities, services, and a completion schedule. The Consultant shall review purchase orders and notify the City in writing of asserted inadequacies for the City's correction if warranted. In every case, if the Consultant completes work without authorization by a purchase/work order or a change order, the City is not obligated to compensate the Consultant for the unauthorized work.

3.2 The Consultant shall perform all services required by the purchase order, but the Consultant shall not be paid more than the negotiated Fixed Fee amount stated therein.

3.3 The Consultant may invoice the amount due based on the percentage of total services performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services completed.

3.4 The City shall make payments to the Consultant when requested as work

progresses for services furnished, but not more than once monthly. Each purchase order shall be invoiced separately. The Consultant shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the Consultant, purchase order number, contract number, and all other information required by this agreement.

SECTION 4: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

4.1 Execution of this agreement by the Consultant is a representation that the Consultant is familiar with the services to be performed and local conditions. The Consultant shall make no claim for additional time or money based upon its failure to comply with this agreement. The Consultant has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this agreement and to be identified in the purchase orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the City's projects. Execution of a purchase order shall be an affirmative and irrefutable representation by the Consultant to the City that the Consultant is fully familiar with all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS

5.1 The City may revise the scope of services outlined in any particular purchase order.

5.2 Revisions to any purchase order shall be authorized in writing by the City as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this agreement and the appropriate purchase order number. Change orders may contain additional instructions or provisions specific to certain aspects of this agreement pertinent to the services provided. Such supplemental instructions or provisions shall not be construed as modifying this agreement. An agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Consultant’s schedule.

SECTION 6: CONSULTANT RESPONSIBILITIES

6.1 The Consultant shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the Consultant under this agreement as well as the conduct of its staff, personnel, employees, and agents. The Consultant shall provide the City with a list of

employees working days, times, and assignments within two (2) days of the City's request for such information, which the City may request. The Consultant shall provide employee addresses and driver's licenses. All Consultant employees shall at all times wear identification badges which, at a minimum, give the name of the employee and the Consultant. The Consultant shall work closely with the City to provide the goods and/or services. Concerning services, the Consultant shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and coordination of all of the following, which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and all other services of whatever type or nature furnished by the Consultant under this agreement. Without additional compensation, the Consultant shall correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

6.2 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement and the Consultant shall be and remain liable to the City per applicable law for all damages to the City caused by the Consultant's negligent or improper performance or failure to perform any of the goods and/or services furnished under this agreement.

6.3 The rights and remedies of the City, provided for under this agreement, are in addition to any other rights and remedies provided by law.

6.4 Time is of the essence in the performance of all goods and/or services provided by the Consultant under the terms of this agreement and every purchase order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES

7.1 The City shall reasonably cooperate with the Consultant promptly at no cost to the Consultant as outlined in this Section.

7.2 The City shall furnish a City project manager to administer, review, and coordinate the provision of services under purchase orders.

7.3 The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely at the discretion of the City.

7.4 The City shall examine all of the Consultant's services and indicate the City's approval or disapproval within a reasonable time so as not to delay the provisions of services of the Consultant materially.

7.5 The City shall transmit instructions and relevant information and interpret and define City policies and decisions concerning all materials and other matters pertinent to the services covered by this agreement.

7.6 The City shall give written notice to the Consultant whenever the City's designated representative knows of a development that affects the goods and/or services provided and performed under this agreement, the timing of the Consultant's provision of goods and/or services, or a defect or change necessary in the Consultant's goods and/or services.

7.7 The rights and remedies of the City provided under this agreement are in addition to any other rights and remedies provided by law. The City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after the performance of this agreement as well as the adjustment of payments made to the Consultant based upon the quality of work of the Consultant.

7.8 The City shall be entitled to recover all legal costs, including, but not limited to, attorney fees and other legal costs, that it may incur in any legal actions it may pursue to enforce the terms and conditions of this agreement or the responsibilities of the Consultant in carrying out the duties and responsibilities deriving from this agreement.

7.9 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

7.10 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement nor any cause of action arising out of the performance of this agreement and the Consultant shall be and always remain liable to the City per applicable law for all damages to the City or the public caused by the Consultant's negligent or wrongful provision or performance of any of the goods and/or services furnished under this agreement.

7.11 After final payment is made to the Consultant, all deliverable analysis, reference data, survey data, plans, reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the Consultant's performance under this agreement shall become the property of the City.

SECTION 8: COMPENSATION

8.1 Compensation for performance of work per Exhibit A, subject to additions and deletions by change order as provided for in this agreement.

8.2 Compensation to the Consultant shall be as outlined in the purchase order, which assigns services to be accomplished by the Consultant.

8.3 The Consultant shall be paid per the charges outlined in Exhibit "B" attached hereto.

8.4 There are no reimbursable expenses to be paid to the Consultant except as specifically set forth herein.

SECTION 9: INVOICE PROCESS

9.1 Invoices, in an acceptable form to the City and without disputable items, will be processed for payment within thirty (30) days of receipt by the City.

9.2 The City will notify the Consultant of any disputable items in invoices submitted by the Consultant within fifteen (15) days of receipt, explaining the deficiencies.

9.3 The City and the Consultant will try to resolve all disputable items in the Consultant's invoices.

9.4 Each invoice shall reference this agreement, the appropriate purchase order and Change Order if applicable, and the billing period.

9.5 The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the Consultant completed goods and/or services referenced in an invoice.

9.6 Invoices are to be forwarded directly to the Project Manager:

Name: Alix Bernard, Community Development Director
Email: ABernard@cityofsebastian.org
Phone: 772-388-8228

SECTION 10: COMMENCEMENT SCHEDULE OF AGREEMENT

10.1 The Consultant shall commence providing services as described in this agreement upon execution of a purchase order issued by the City.

10.2 The Consultant and the City agree to make every effort to adhere to the schedules required by the City or as established for the various purchase orders as described in each purchase order. However, if the Consultant is delayed at any time in the provision of goods and/or services by any act or omission of the City, or of any employee, tumult of the City, or by any other Consultant employed by the City, or by changes ordered by the City, or by strikes, lockouts, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force*

majeure not resulting from the inactions or actions of the Consultant and beyond the Consultant's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Consultant shall not be entitled to any damages or compensation or be reimbursed for any losses due to any delay or delays resulting from any of the causes as mentioned earlier or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT

11.1 The initial term of this agreement is one (1) year. The Agreement may be renewed by the parties for one (1) additional term of one (1) year if agreed to in writing at least sixty (60) days prior to the end of the initial term.

11.2 The City has the right to extend any contract for the period necessary for the Consultant to complete their contractual obligations and/or release, award, and implement a replacement agreement. Such extension shall be based on the same prices, terms, and conditions this contract outlines.

SECTION 12: DESIGNATED REPRESENTATIVES

12.1 The City designates the City Manager or their designated representative, to represent the City in all matters pertaining to and arising from the work and the performance of this agreement.

12.2 The City Manager, or his/her designated representative, shall have the following responsibilities:

12.2.1 Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the Consultant;

12.2.2 Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this agreement;

12.2.3 Giving prompt written notice to the Consultant whenever the City official representative knows of a defect or change necessary in the project; and

12.2.4 Coordinating and managing the Consultant's preparation of any necessary applications to governmental bodies to arrange for submission of such applications.

12.3 Until further notice from the City Manager, the designated representative for this agreement is concerning this section of the Agreement:

Ms. Alix Bernard, Community Development Director
City of Sebastian
1225 Main Street
Sebastian, FL 32958
Office: 772-388-8228
Email: ABernard@cityofsebastian.org

The Consultant's designated representative is:

Ms. Sara R. Battles, P.E., Project Manager
Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Direct: 772-794-4154
Mobile: 703-843-1721

SECTION 13: TERMINATION FOR CAUSE OR CONVENIENCE.

13.1 Notwithstanding any other provision of this agreement, the City shall have the right at any time to terminate this agreement in its entirety, with or without cause, as outlined herein.

13.2 **WITH CAUSE:** If the Contractor is found to have failed to perform services in a manner satisfactory to the City, the Contractor shall have ten (10) days to correct deficiencies.

13.2.1 Failure of the Contractor to remedy said specified deficiencies within ten (10) days of receipt of such notice shall result in the termination of the agreement, and the City shall be relieved of any responsibilities and liabilities under the terms and provisions of the contract.

13.3 **WITHOUT CAUSE:** The City shall have the right to terminate this agreement without cause with thirty (30) days' written notice to the Contractor. Notice shall be served to the parties as specified in the agreement.

13.4 Upon receipt of notice of termination, the Contractor shall promptly discontinue the provision of all services unless the notice provides otherwise.

13.5 If this agreement is terminated, the City shall identify any specific purchase order(s) being terminated and the specific purchase order(s) to be continued to completion according to the provisions of this agreement.

13.6 This agreement will remain in full force and effect as to all authorized purchase

order(s) to be completed as outlined above.

13.7 **EFFECTIVE IMMEDIATELY:** This Contract will terminate immediately and absolutely if the City of Sebastian determines that adequate funds are de-appropriated such that the City of Sebastian cannot fulfill its obligations under the Contract, which determination is at the City of Sebastian's sole discretion and shall be conclusive. Further, the City of Sebastian may terminate the Contract for any one or more of the following reasons, **effective immediately without advance notice**: (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect; (ii) The City of Sebastian determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

SECTION 14: PAYMENT IN THE EVENT OF TERMINATION

14.1 In the event this agreement or any purchase order is terminated or canceled before completion without cause, payment for the unpaid portion of the satisfactorily, undisputed services provided by the Consultant before the date of termination will be paid.

SECTION 15: EQUAL OPPORTUNITY EMPLOYMENT

15.1 The Consultant shall not discriminate based on race, color, sex, age, national origin, religion, and disability or handicap by the provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination based on handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other federal and state discrimination statutes. The Consultant shall furnish pertinent information regarding its employment policies and practices and those of their proposed sub consultants the City may require. The above shall be required of any sub consultant hired by the Consultant. All equal employment opportunity requirements shall be included in all non-exempt subcontracts entered into by the Consultant. Subcontracts entered into by the Consultant shall also include all other applicable labor provisions. No subcontract shall be awarded to any noncomplying sub-consultant. Additionally, the Consultant shall insert in its subcontracts a clause

requiring subConsultants to include these provisions in any lower-tier subcontracts that may be made. The Consultant shall comply with all state laws and local ordinances.

SECTION 16: INDEMNIFICATION

16.1 The Contractor and any subcontractors shall indemnify, defend and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or its subcontractors and other persons employed or utilized by the Contractor or its subcontractors in the performance of the contract; irrespective of the negligence of the indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton, or intentional misconduct of the City or its officers, directors, agents, or employees. Upon request of the City, the Contractor or its subcontractors shall, at no cost or expense to the City, indemnify and hold the City harmless of any suit asserting a claim for any loss, damage, or liability specified above, and the Contractor or its subcontractors shall pay any cost and reasonable attorneys' fees that may be incurred by the City in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the City waiving its sovereign immunity under Florida Statute §768.28 or any other sovereign or governmental immunity, nor an admission of any liability. This provision shall survive the termination of this agreement.

SECTION 17: INSURANCE

17.1 The Consultant shall obtain or possess and continuously maintain the following insurance coverage from a company or companies with a Best Rating of A- or better, authorized to do business in the State of Florida and a form acceptable to the City and with only such terms and conditions as may be sufficient to the City:

17.1.1 Comprehensive General Liability: The Consultant shall provide minimum combined single limits of $1,000,000.00 for each occurrence / $2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products & completed operations, broad form property damage, personal and advertising injury, and contractual liability coverage.

17.1.2 Comprehensive Automobile Liability: The Consultant shall provide minimum liability limits of $1,000,000.00 for each accident, combined with a single limit for bodily injury and property damage. This shall include coverage for:

17.1.2.1 Owned Automobiles
17.1.2.2 Hired Automobiles

17.1.2.3 Non-Owned Automobiles

17.1.3 Professional Liability Insurance: Professional liability insurance with a minimum limit of $1,000,000.00 aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed $5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.

17.1.4 Worker's Compensation: The Contractor shall provide and maintain Coverage for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. Any policy must include the **Employer's Liability with minimum limits of $1,000,000 for each accident and a waiver of subrogation**.

17.1.5 Umbrella/Excess Liability: The Consultant shall provide umbrella/excess coverage with limits of no less than $1,000,000.00 excess of Comprehensive General Liability, Automobile Liability, and Employers' Liability. ****This coverage is optional if the CONSULTANT carries $2,000,000 Commercial General Liability Insurance with a $2,000,000 general aggregate****

17.1.6 All insurance other than Worker's Compensation to be maintained by the Consultant shall specifically include the City as an additional insured.

17.2 The Consultant shall provide certificates of insurance to the City, evidencing that all such insurance is in effect before the issuance of the first purchase order under this agreement from the City. These certificates of insurance shall become part of this agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Consultant shall relieve the Consultant of the Consultant's full responsibility for performance of any obligation, including the Consultant's indemnification of the City under this agreement. If, during the period which an insurance company is providing the insurance coverage required by this agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Consultant shall, as soon as the Consultant knows any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this agreement. Until the Consultant has replaced the unacceptable insurer with insurance acceptable to the City, the Consultant shall be deemed to be in default of this agreement.

17.3 The insurance coverage shall contain a provision that requires that before any changes in the coverage, except increases in aggregate coverage, thirty (30) days

prior notice will be given to the City by submission of a new certificate of insurance.

17.4 The Consultant shall furnish a certificate of insurance directly to the City's procurement/contracts manager. The certificates shall indicate that the Consultant has obtained insurance of the type, amount, and classification required by this agreement.

17.5 Nothing in this agreement or any action relating to this agreement shall be construed as the City's waiver of sovereign immunity beyond the limits outlined in Section 768.28, *Florida Statutes*.

17.6 The City shall not be obligated or liable under the terms of this agreement to any party other than the Consultant. There are no third-party beneficiaries to this agreement.

17.7 The Consultant is an independent Consultant and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this agreement.

17.8 All insurance shall be primary to, and not contribute to, any insurance or self-insurance maintained by the City.

SECTION 18: STANDARDS OF CONDUCT

18.1 The Consultant shall promptly notify the City in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or any insolvency of the Design-Builder or any of its sub-consultants involved in the provision of the Services under this Agreement.

18.2 The Consultant hereby certifies that no undisclosed (in writing) conflict of interest exists concerning the agreement, including, but not limited to, any conflicts that may be due to the representation of other clients, customers, or vendees, other contractual relationships of the Consultant, or any interest in property that the Consultant may have. The Consultant further certifies that any conflict of interest arising during this agreement's term shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this agreement.

18.3 If the City determines that any employee or representative of the Consultant is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct under any assignment or work performed under this agreement, the City shall notify the Consultant in writing. The Consultant shall immediately remove such employee or representative of the Consultant from such assignment.

18.4 The Consultant shall not publish any documents or release information regarding this agreement to the media without prior approval of the City.

18.5 The Consultant shall certify, upon request by the City, that the Consultant maintains a drug-free workplace policy following Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this agreement.

18.6 If the Consultant or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action will result in termination of this agreement by the City. Under a contract with any public entity, the Consultant, supplier, or subConsultant may not transact business with any public entity above the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for 36 months after being placed on the convicted vendor list.

18.7 Consultant certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any municipal, City, state or federal department or agency; (2) have not, within a three year period preceding execution of this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; (4) have not within a three year period preceding execution of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and (5) will advise the City immediately if their status changes and will explain the change in status.

18.8 The City reserves the right to unilaterally terminate this agreement if the Consultant refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the Consultant in conjunction, in any way, with this agreement.

18.9 The Consultant shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and all related federal or state laws which prohibit discrimination by public and private entities based on disability.

18.10 The City will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The City shall consider the employment by the Consultant of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the Consultant of the employment provisions

contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this agreement by the City.

18.11 The Consultant agrees to comply with federal, state, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the City. The Consultant agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors, or the surrounding environment will ensure compliance with all employment safety, environmental, and health laws.

18.12 The Consultant shall ensure that all goods and/or services are provided to the City after the Consultant has obtained any permits, licenses, permissions, approvals, or similar consents at its sole and exclusive expense.

18.13 If applicable, per Section 216.347, *Florida Statutes*, the Consultant shall not use funds provided by this agreement to lobby the Legislature, the judicial branch, or state agency. Furthermore, Consultant shall not, in connection with the contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any City officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any City officer or employee. "Gratuity" means any payment of more than nominal monetary value in cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, money deposits, services, employment, or contracts.

18.14 The Consultant shall advise the City in writing who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

18.15 The Consultant shall not engage in any action that would create a conflict of interest in the performance of that actions of any City employee or other person during the performance of, or otherwise related to, this agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 19: PUBLIC RECORDS

19.1 The consultant will keep and maintain public records required by the City to perform the service. Upon request from the City's custodian of public records, the Consultant will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Upon completion of the Agreement, the Consultant will transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. The

Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the City. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City. If the Consultant does not comply with the City's request for public records, the City shall enforce the provisions of the Agreement per the terms of the Agreement and may cancel the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JEANETTE WILLIAMS, THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
1225 MIAN STREET
SEBASTIAN, FL 32958
TELEPHONE: 772-388-8215
EMAIL: CityHallPublicRecordsRequest@cityofsebastian.org

SECTION 20: CODES AND DESIGN STANDARDS

20.1 All services to be performed by the Consultant shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, and local regulatory agencies.

20.2 The Consultant shall be responsible for keeping apprised of any changing laws applicable to the goods and/or services to be performed under this agreement.

SECTION 21: ASSIGNABILITY

21.1 The Consultant shall not sublet, assign, or transfer any interest in this agreement or claims for the money due or to become due out of this agreement to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

21.2 The Consultant agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 22: SUBCONSULTANTS

22.1 The Consultant's proposed subconsultants shall be submitted to the City for written approval before the Consultant enters a subcontract. Sub consultant information shall include, but not be limited to, state registrations, business address, occupational license tax proof of payment, and insurance certifications.

22.2 The Consultant shall coordinate the provision of goods and/or services and work product of any City approved subconsultants and remain fully responsible for such goods and/or services and work under the terms of this agreement.

22.3 Any subcontract shall be in writing and shall incorporate this agreement and require the sub consultant to assume the performance of the Consultant's duties commensurately with the Consultant's responsibilities to the City under this agreement; it is understood that nothing herein shall in any way relieve the Consultant from any of its duties under this agreement. The Consultant shall provide the City with executed copies of all subcontracts.

22.4 The Consultant shall reasonably cooperate with the City and other City Consultants and professionals.

SECTION 23: CONTROLLING LAWS/VENUE/INTERPRETATION/WAIVER OF JURY TRIAL

22.5 The laws of the State of Florida shall govern the agreement. In the event of litigation arising under this agreement, the venue of such action shall be an appropriate State or Federal Court in and for Indian River County, Florida. The parties agree that in the event of litigation arising from this agreement, each shall waive any right to trial by jury.

22.6 This agreement is the result of *bona fide* arms-length negotiations between the City and the Contractor, and all parties have contributed substantially and materially to the preparation of the agreement. Accordingly, this agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 24: FORCE MAJEURE

23.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the

fault or negligence of the party seeking relief under this Section.

SECTION 25: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

24.1 This agreement and the exhibit(s) constitute the entire integrated agreement between the City and the Consultant and supersedes all prior written or oral understandings in connection therewith. This agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof and supersedes and controls over any prior agreements, understandings, representations, correspondence, and statements whether written or oral.

24.2 This agreement may only be amended, supplemented, or modified by a formal written amendment.

24.3 Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 26: NOTICES

25.1 Whenever either party desires to give notice unto the other, it must be given by written notice, sent by email and/or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

25.2 For the present, the parties designate the following as the representative places for giving of notice, to wit:

TO THE CITY:

City Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Procurement Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958
O: 772-388-8231
E: procurement@cityofsebastian.org

TO THE CONSULTANT:

Ms. Sara R. Battles, P.E., Project Manager
Kimley-Horn & Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Direct: 772-794-4154
Mobile: 703-843-1721

25.3 Written notice requirements of this agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Consultant agrees not to claim any waiver by the City of such notice requirements based upon the City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Consultant to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the agreement.

SECTION 27: WAIVER

26.1 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 28: NO GENERAL CITY OBLIGATION

27.1 In no event shall any obligation of the City under this agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City, or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

27.2 The Consultant shall not have the right to compel the exercise of the ad valorem taxing power of the City.

SECTION 29: EXHIBITS

28.1 Each exhibit referred to and attached to this agreement is an essential part of this agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this agreement.

SECTION 30: SEVERABILITY/CONSTRUCTION

29.1 If any term, provision, or condition contained in this agreement shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

29.2 All provisions of this agreement shall be read and applied in para materia with all other provisions hereof.

SECTION 31: SURVIVAL

30.1 All express representations, waivers, indemnifications, and limitations of liability included in this agreement shall survive completion or termination of the agreement for any reason.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature and the Consultant signing by and through its duly authorized corporate officer having the complete authority to execute the same.

ATTEST:

KIMLEY-HORN & ASSOCIATES, INC.

By:

_____
Sara Battles, P.E., Project Manager

_____
Chris Hollen, P.E., Vice President

Date: _____

ATTEST:

CITY OF SEBASTIAN, FL

By:

_____
Catherine E. Testa
Acting City Clerk

_____
Brian Benton, City Manager

Date: _____

For the use and reliance of the City of Sebastian only. Approved as to form and legal sufficiency.

_____
James D. Stokes
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES AND PRICE PROPOSAL

Kimley»Horn

February 9, 2026

Richard Blakenship
Parks and Recreation Department
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Re: Letter Agreement for Professional Services for Hurricane Harbor
1540 Indian River Drive, Sebastian, FL 32958

Dear Richard:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to City of Sebastian ("Client") for providing Professional Engineering Services for Hurricane Harbor ("Project").

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client desires to redevelop the two properties at 1540 Indian River Drive, Sebastian, FL 32958. The redevelopment consists of demolishing the existing approximately 7,880 SF retail/office building with miscellaneous structures and the development of a new approximately total 12,000 SF two-story community center with site infrastructure improvements. The parcels in question are PID: 309310000002000004.0 (0.35 acres) and 313906000010010000001.0 (0.29 acres) with a combined property size of 0.64 acres. The parcels are within the City of Sebastian limits and located along the Indian River Lagoon. The two parcels are in Commercial Waterfront Residential District (CWR) Zoning District with cultural and civic facilities being permitted uses. The project area is bound to the north by a restaurant (CWR District) to the west by Indian River Drive, to the south by a marina/ramp with parking lot (CWR District), and to the east by Indian River Lagoon.

PROJECT ASSUMPTIONS

- It is assumed the property will not require rezoning, plat, variance applications, or conditional/special use approvals.
- It is assumed the project will require permitting through the City of Sebastian for site plan approval and building permit issuance.
- It is assumed a current boundary/ALTA/topographic survey will be required for design and permitting. Kimley-Horn will retain a Florida Licensed Surveyor to provide the survey.
- It is assumed a current geotechnical report is required for design and permitting. Kimley-Horn will retain a Florida Licensed Geotechnical Engineer to provide geotechnical assistance. KH will not be liable for errors or omissions in our work that were contributed to by errors or omissions in the survey, geotechnical, and environmental reports
- It is assumed based on GIS Data from Indian River County Utilities that there is an existing public force main and water main along Indian River Drive and are of sufficient capacity. There is an existing private force main and lift station at the property connected to the public

system. It is anticipated that the lift station is to be serviced and maintained prior to new development and is to remain for future use. It is assumed that existing water service at the property is sized properly for the proposed development.

- It is assumed there is no existing drainage infrastructure onsite, and a drainage study/report will be required to determine any required improvements within the property.
- It is our understanding that the site lies partially within FEMA Flood Zone X and Flood Zone AE (EL 5) and Flood Zone VE (EL 7) with being adjacent to coastal waterway features. Upon deliverable of the survey, evaluation of the existing topography of the site will be required to determine potential floodplain impacts.
- Kimley-Horn will retain a Florida Licensed Architect and MEP for building services of the proposed development. Kimley-Horn will handle coordination with the Architect and MEP throughout the project life cycle in terms of Client coordination, project updates, permitting submittals, design, and construction bid services.
- It is our understanding that landscape architecture services and irrigation will be provided or retained by Kimley-Horn.
- It is assumed that signage design is not part of this scope.
- It is assumed wetland delineation is not part of this scope.
- It is assumed the existing drive access located on the norther portion of the property will remain as the future connection point into the site.



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

SITE DUE DILIGENCE PHASE:

Task 1 – ALTA/Topographic/SUE/Tree Survey

Kimley-Horn will retain a Florida Licensed Surveyor to prepare a ALTA/NSPS Land Title, Topographic, and Boundary Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes, and with 2021 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", as adopted by the American Land Title Association and National Society of Professional Surveyors. These are limited to consist of items 1,2,3,4,5,6a,6b,7a,7b1,7c,8,11a,11b,13,16,17, and 18 in Table A. All horizontal survey data will be provided in State Plane Coordinate System NAD 83/90 and vertical data will be in NAVD 88.

The survey will show the location of easements provided by the Client via their Title Company in a current Title Commitment Report for the site and encroachments or protrusions of visible improvements. The survey will graphically plot Special Flood Hazard areas as taken from the Flood Insurance Rate Map (FIRM) published by Federal Emergency Management Agency (FEMA). The survey will use the Surveyor's Certification language provided in the ALTA standards. The survey will consist of; elevations around the immediate perimeter of the site, existing building elevation, mean high water table with boundary, contour lines representing the surface of the existing ground at 1 foot intervals based on a survey grid system and tied to existing control points, tree locates and species identification with DBH, SUE Quality Level B underground utility horizontal locates, and up to two benchmarks established with the survey. Survey limits will extend 25 feet beyond property lines and to the centerlines of adjacent streets as depicted on the provided survey.

Deliverables:

- Survey provided in PDF and CAD format.

Task 2 – Geotechnical Assistance

Kimley-Horn will retain a Florida Licensed geotechnical engineer to provide geotechnical assistance and field exploration of the subject property for the intent of redevelopment. The scope below will be part of this task:

Field Investigation — Testing will be performed in general accordance with applicable ASTM and/or industry standards and will consist of the following requested soil borings and field test:

- Perform four (4) Standard Penetration Test (SPT) borings to an approximate depth of 30 feet below existing grade at accessible locations in the general vicinity of the proposed building.

Pavement and Stormwater Areas

- Perform one (1) SPT boring to a depth of approximately 20 feet below grade.

- Perform one (I) "Usual Open Hole" constant head permeability test to a depth of 5 feet below grade in the general vicinity of the requested location within the proposed paved parking areas.

Laboratory Services

- Perform limited laboratory testing in general accordance with ASTM, FM, and/or AASHTO Standards to confirm visual classifications. Testing may include, but is not limited to, single and/or full sieves, moisture content, organic content, corrosion series,

A geotechnical report will be provided covering the investigation including:

- Boring logs illustrating the visually and laboratory tested classification in general accordance with the Unified Soil Classification System, thickness of each encountered strata, estimated relative density, and observed groundwater depth.
- Provide recommendations for site preparation and earthwork considerations.
- Provide seasonal high groundwater table estimates at our boring locations.

Building and Pavement Recommendations

- Provide foundation recommendations to assist in the design of the proposed structure. Recommendations may include, but it is not limited to, subgrade preparation, footing dimensions, bearing capacity, and settlement analysis.
- Provide recommendations for flexible and rigid pavement as well as minimum pavement sections.

Stormwater Improvement Areas

- Provide laboratory and/or field permeability test results.
- Provide the estimated depth of the confining layer(s), if encountered.
- Provide estimated seasonal high groundwater levels at our boring locations.
- Provide estimated Hydrologic Soil Groups. o Provide estimated fillable porosity.

Scope Limitations:

Underground Utilities will be provided in a separate scope. Access to the boring locations should be provided by the client — at a minimum the geotechnical explorations requires stable paths cleared through undeveloped sites that are free of debris and vegetation and sufficient for our drill rig to traverse and for our work to be performed safely.

We will make reasonable efforts to minimize ground disturbance to the property as a result of our field exploration. However, in the normal course of our work activities some disturbances will occur. This scope does not include restoring the site beyond backfilling our boreholes with soil cuttings. Services do not include re-vegetation and/or landscaping restoration or repairing rutting caused by our drilling equipment.

The scope of work outlined in the tasks above does not include any permitting services that may be required to perform our testing.

Deliverables:

- Geotechnical Report in PDF Format.

Task 3 – Architectural Conceptual Plans and Elevations

Kimley-Horn will solicit an Architect to prepare a conceptual site plan, colored elevations, and up to two (2) conceptual floor plan options. The plans will be prepared conceptually in nature to solicit feedback from the public at public workshop meetings. These deliverables will be provided to the Client for review prior to public workshop meetings noted in **Task 4**.

This task will consist of incorporating feedback from the Client up to two (2) times and incorporating public feedback from the two (2) public workshop meetings. Due to the nature of the timeline for the grant funding, these public workshops will be conducted within the same week and comments generated from each workshop will be compiled and addressed together.

Deliverables:

- Conceptual Architectural Site Plan
- Conceptual Floor Plan (up to two options)
- Colored Elevations

Task 4 – Public Design Workshop Meetings

Kimley-Horn will lead the public design workshop meetings preparing with the architect on the presentation and materials. This will include presentations of deliverables prepared in **Task 3**. Services include:

- Participation in workshop discussions regarding project design, planning, and regulatory requirements.
- Providing technical input, clarifications, and recommendations during meetings.
- Documenting meeting outcomes and preparing a concise summary memo for each workshop, highlighting decisions, key discussion points, and action items.
- Coordinating with the Client to ensure project objectives and city requirements are addressed.

It is understood that there will be two (2) public design workshop meetings that Kimley-Horn will attend and that the city will send out required noticing to the public.

Deliverables:

- Attendance at up to two (2) workshops.
- Meeting summary memoranda with action items.
- Revisions to Architectural Concept Plans and Elevations

DESIGN AND PERMITTING PHASE:

Task 5 – Preparation of Preliminary Civil Plans

As part of this task, Kimley-Horn shall refine the architectural conceptual plan prepared in **Task 4** based on one round of Client and/or architect feedback. Once the concept plan updates have been incorporated and approved by the Client, Kimley-Horn will prepare preliminary civil plans required by the city for the submittal of the Major Site Plan application. Kimley-Horn shall progress the plans to an approximate 60% level for the first City Major Site Plan application (permitting effort under separate scope).
These are anticipated as:

- Cover Sheet
- Preliminary Demo and Erosion Control Plans
- Preliminary Site Plan
- Preliminary Paving, Grading and Drainage Plan
- Preliminary Utility Plan
- Detail Sheets

As part of this task, Kimley-Horn will revise the preliminary civil plans up to two (2) times based on city comments from **Task 8**.

This task consists of project coordination with Client and Kimley-Horn for duration of project up to fifteen (15) hours in the form of emails, calls, and meetings.

This task consists of coordination with utility providers that will service the site in the form of water, sewer, electricity, and telephone. This effort will consist of up to ten (10) hours. This does not include permitting or application submittals. If required, permitting and applications can be considered an additional service.

Deliverables:

- 60% set of Plans provided in PDF format.

Task 6 – Preparation of Preliminary Landscape Plans

Based on the approved site plan and when authorized by the Client, Kimley-Horn will prepare the below 60% Schematic Design Documents. This task consists of up to one (1) round of revisions based on Client Review in a meeting.

A. Tree Inventory: Consultant will develop a refined tree inventory plan which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location for each individual tree currently located within the project boundary.

B. Preliminary Tree Disposition Plan: Consultant will develop a refined tree disposition/mitigation plan/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical

location (current and after relocation) for each individual tree being applied for disposition/removal/relocation.

C. Preliminary Planting Plans: Kimley-Horn will refine the conceptual planting plans showing trees, shrubs, ground cover and vines. Refined planting plans will fix the separation line between turf and planter areas and will identify plant species for each bed. Specific quantities will be provided during the Contract Documents phase.

D. Preliminary Plant Schedule of Materials: Kimley-Horn will prepare the schedule of plant materials to be used on the project. Size specifications, typical spacing and comments will be provided. Kimley-Horn will include preparation of a planting schedule, which will be advanced in the Contract Documents phase for full planting size and specific criteria.

E. Meetings and Deliverables: Kimley-Horn proposes to attend regular progress meetings during this task with the Client and Team. This task includes two (2) formal submittals. Each submittal will begin upon receipt of a written approval of notice to proceed. Each submittal will include:

- One (1) Tree Inventory Plan.
- One (1) Preliminary Tree Disposition Plan.
- One (1) Preliminary Planting Plan and Schedule of Materials
- Enlargements, Sections, and Details.
- Drawings will be provided as PDF drawing files.

Deliverables:

- 60% set of Plans provided in PDF format.

Task 7 – Architectural and MEP Design Services

Kimley-Horn will retain a Florida Licensed Architect and MEP to perform Architectural and MEP design for the subject property. This scope is as follows:

- Field verify and become familiar with existing as-built conditions, review past improvement plans and design criteria.
- Attend up to two (2) design workshop meetings.
- Develop construction/ permit documents which would include:
  - Show demolition and new construction required for planned improvements.
  - Provide compliance with ADA and FBC 2020 8th Edition in areas of improvement.
  - Costs for mechanical, electrical, plumbing, and structural consultants are included.
- The Architect will assist in addressing building department review comments per **Task 12**.
- Meetings with the Client throughout lifecycle of project up to ten (10) occurrences.

Deliverables:

- Signed and sealed construction documents per building department requirements.
- Electronic copy of specifications

Task 8 – Major Site Plan Assistance

Kimley-Horn will prepare the application and supporting documents for the submittal to the City of Sebastian for the Major Site Plan application for the proposed improvements. This task will consist of the effort of up to three (3) meetings with staff (including one pre-application meeting) to go over the nature of the project and the proposed improvements. This task consists of response to up to two (2) rounds of comments from City staff on the application.

This task includes effort for public attendance at up to one (1) Planning and Zoning Commission Meeting.

Task 9 – Preparation of Final Civil Plans

As part of this task, Kimley-Horn shall refine the preliminary civil plans prepared in **Task 5** based on one round of Client and/or architect feedback. Consultant will prepare a Site Construction Plan package for the project in accordance with Agency regulations as part of **Task 12**. The scope will be limited to the parcel area shown in the project understanding and no offsite improvements are included. This task shall be used to progress the plans from 60% to 100%. These plans shall consist of the following:

- Cover sheet
- General construction notes
- Demolition and Erosion Control plan
- Horizontal control, signage, and marking
- Paving and grading design and details consisting of spot elevations, accessible grading, curb types, sidewalks, and pavement structural sections as provided by the Client's geotechnical engineer. Tie-ins to existing driveway and perimeter grades will be provided. Retaining walls and sub surface building levels are not anticipated.
- Stormwater management system consisting of roof drain connections, yard drainage, catch basins, and storm pipe as needed. No onsite ponds or underground systems are expected.
- Drainage profiles are anticipated to be required for the proposed onsite stormwater pipes (excluding roof leaders and yard drain piping) and will be provided for the 100% plans.
- Utility plan and details consisting of domestic water and fire main and services, onsite sanitary sewer main and services, electric, gas, and phone service extensions; utility conflict and crossing details; pipe sizes, material types and inverts as applicable. No offsite utility extensions are included in this task with the exception of the utilities under proposed Road C. Electrical and fiber/telephone routes will be shown for reference, but final design and layout will be confirmed by the Client or Contractor with the utility provider.
- Private Lift Station Plan and details
- Delivery, refuse, and fire truck access and routing

Kimley-Horn will make up to one set of reasonable revisions to the plan set based on Client or Agency comments. Additional revisions or revisions due to Client and other agency comments or modifications to the plans after design has substantially progressed will be considered additional services.

Task 10 – Preparation of Final Landscape and Irrigation Plans

When authorized by the Client, Kimley-Horn will prepare from the Schematic Design Documents approved by the client; Final Contract Documents and specifications, as notes on plans, setting forth in detail the requirements or the construction of landscape, pedestrian hardscape, and irrigation.

A. Tree Inventory: Consultant will develop a final tree inventory plan which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location for each individual tree currently located within the project boundary. The tree information will be obtained from the survey in **Task 1**.

B. Final Tree Disposition Plan: Consultant will develop a final tree disposition/mitigation/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, health analysis and canopy diameter) and graphical location (current and after relocation) for each individual tree being applied for disposition/removal/relocation.

C. Final Planting Plans: Kimley-Horn will develop final planting plans to include proposed trees, palms, and understory plantings. Planting plans will include a detailed layout of the proposed plantings with a plant list identifying species, quantities, and sizes for all trees, shrubs, ground covers, and ornamental grasses. Planting plans will fix the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each bed.

D. Final Plant Schedule of Materials: Kimley-Horn will develop a final schedule of proposed plant materials to be used in the project. Size requirements, typical spacing, and comments will be provided. These materials will be selected based on their visual value, maintenance demands, and horticultural compatibility with the South Florida hardiness zone.

E. Final Plant Schedule of Materials Opinion of Probable Costs (OPC): Kimley-Horn will prepare an opinion of probable costs based on the final plant schedule. The OPC will be provided to the Client upon completion of the final planting plan. One revision will be made to the OPC per Client comments.

F. Final Planting Details: Kimley-Horn will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, a plant spacing diagram, and tree guying.

G. Irrigation Plan and Details: Kimley-Horn will develop an irrigation plan to include areas outlined in the Project Understanding during the 90% Construction Documents submittal. Kimley-Horn will provide the following irrigation design services:

- Calculation of irrigation system requirements based on County requirements.
- Irrigation mainlines and sub-mainline sizing with recommended routing.
- Master central control evaluation and recommendation, including analysis of system operation.
- Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers shall be provided by the Contractor), as necessary.
- Irrigation plans will include detailed zones and head layout only.
- Material legend of components.
- Ancillary notes, calculations, and labels that are required to develop an irrigation system.

H. Meetings and Deliverables: Kimley-Horn proposes to attend regular progress meetings during this task with the Client and Team. Our proposal includes two (2) formal submittals during the Contract Documents (CD) phase at following stages of percent complete; 90 percent and Final percent complete. Final Contract Documents will be a construction set of plans including regulatory agency comments received. Each phase will begin upon receipt of a written approval

of notice to proceed. Each submittal will include:

- One (1) Final Tree Inventory Plan.
- One (1) Final Tree Disposition Plan.
- One (1) Final Planting Plan and Schedule of Materials.
- One (1) Final Plant Schedule of Materials Opinion of Probable Cost.
- One (1) Planting Plan Details and Specifications.
- One (1) Irrigation Plan.
- One (1) Irrigation Plan Details and Specifications.
- Drawings for landscape and irrigation, as described in the scope of services.
- Drawings will be provided as PDF drawing files.

Kimley-Horn will revise these documents based upon two (2) rounds of comments received from the City during review in **Task 8**. Additional revisions such as Client-directed changes of the scope of the project or extensive revisions will be provided as additional services, subject to the Client's written consent.

Task 11 – Drainage Memorandum

Kimley-Horn will prepare onsite drainage calculations based on the pre vs post land use conditions. This task does not anticipate a new ERP permit with SJRWMD as the proposed redevelopment will not trigger the set thresholds, however, this will require City of Sebastian engineering review as part of the major site plan review. The calculations will be summarized in a drainage memorandum to be submitted to the City.

This task will consist of Floodplain Exhibits and compensation calculations given the property is located within FEMA Flood Zones AE and VE.

This task consists of up to one (1) round of revisions based on reasonable comments from the city.

Task 12 – Permitting Assistance

This task consists of the effort to prepare the applications and supporting documentation for the permits anticipated below. Consultant will prepare the permit application packages for submittal to the following agencies:

A. City of Sebastian Fire Hydrant Test Application

B. City of Sebastian Floodplain Permit – up to one round of responses to reasonable requests for additional information is included.

C. Florida Department of Environmental Protection (FDEP) Water and Wastewater Self-Exemptions – up to one round of responses to reasonable requests for additional information is included.

D. City of Sebastian Tree Removal Permit - up to one round of responses to reasonable requests for additional information is included.

E. Indian River County Utility Connection Permit - up to one round of responses to reasonable

requests for additional information is included.

F. City of Sebastian Building Permit - up to two rounds of responses to reasonable requests for additional information is included.

G. City of Sebastian Signage Permit - up to one round of responses to reasonable requests for additional information is included.

The budget estimated for this task is based on the anticipated number of rounds of comments; however, the Consultant cannot control the quantity or scope of comments received. If the budget is reached due to major or unexpected agency comments consultant shall halt services until additional authorization is provided by the Client. All permitting fees are to be paid by the Client.

LIMITED CONSTRUCTION PHASE SERVICES:

Task 13 – Construction Bid Phase Services

Consultant will provide the construction phase services specifically stated below:

Bid Document Preparation and Contractor Notification. Consultant will issue a bid package and conduct a pre-bid meeting with potential bidders. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.

Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference before the start of construction with the City of Sebastian and Indian River County.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Site lighting design
- 3D rendering
- Signage Design
- Colored Site Plans
- Hardscape Design
- Landscape Enlargements or cross sections
- Offsite Utility Design
- Offsite Roadway Design
- Site Electrical
- Construction Phase Services
- Services not included in the above scope

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

SCHEDULE

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in **Tasks 1 – 12** for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task	SITE DUE DILIGENCE PHASE	FEE	TYPE
1	ALTA/Topographic/SUE/Tree Survey	$12,000	Lump Sum
2	Geotechnical Assistance	$ 6,000	Lump Sum
3	Architectural Concept Plans and Elevations	$5,000	Lump Sum
4	Public Design Workshop Meetings	$4,500	Lump Sum
TOTAL		**$27,000 LS**	
Task	**DESIGN AND PERMITTING PHASE**	**FEE**	**TYPE**
5	Preparation of Preliminary Civil Plans	$9,500	Lump Sum
6	Preliminary Landscape Plans	$6,500	Lump Sum
7	Architectural and MEP Design Services	$55,000	Lump Sum
8	Major Site Plan Assistance	$7,500	Lump Sum
9	Preparation of Final Civil Plans	$11,000	Lump Sum
10	Preparation of Final Landscape Plans	$8,500	Lump Sum
11	Drainage Memorandum	$ 5,500	Lump Sum
12	Permitting Assistance	$15,000	Lump Sum
TOTAL		**$91,500 LS**	
Task	**LIMITED CONSTRUCTION PHASE SERVICES**	**FEE**	**TYPE**
13	Construction Bid Phase Services		Hourly
TOTAL		**$118,500 LS**	

EXHIBIT “B”

REQUIRED CERTIFICATIONS

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Company Name

Authorized Signature

Printed Name & Title **Date**

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
    a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
    e. Will not knowingly enter into any subcontract with a person who is, or an organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any federal agency; and
    f. f) Will require that the language of this certification to be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Authorized Signature	**Address**
Printed Name & Title	**City, State, Zip Code**
Company	**Date**

CONTRACTOR'S SAM.GOV PROFILE

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

_____

Authorized Signature

_____

Printed Name & Title

_____

Date

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000.00)

The undersigned certifies, to the best of his or her knowledge, 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 subawards at all tiers (including subcontracts, subgrants, 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.C. 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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Authorized Signature

_____
Printed Name & Title

_____
Date

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response or otherwise entering into a contract with the City. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the City.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
(**Bidder's/Proposer's Legal Company Name)** of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Sebastian (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby swears or affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.
2. I am an officer or representative of _____, a Nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
5. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and is made for the benefit of, and reliance by, Governmental Entity.
6. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTIHUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

_____
Company Name

_____
Authorized Signature

_____ _____
Printed Name & Title **Date**

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	February 25, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of a three (3) year agreement with Ghost Coast Entertainment, LLC for the City's Fireworks Displays and authorization for the City Manager or designee to execute.

EXECUTIVE SUMMARY

Staff requested proposals from several pyrotechnic companies and received proposals from the incumbent (Xtreme FX LLC) and Ghost Coast Entertainment. After reviewing the proposal and references for the new company, Ghost Coast Entertainment, the City determined that Ghost Coast Entertainment's proposal offered better value to the City. The incumbent's proposal does not include a set cost. Their cost will vary depending on the Tariffs in effect on imports from China.

Staff requests Council's authorization for the City Manager to enter into a three (3) year agreement with Ghost Coast Entertainment, LLC to provide the City's Fireworks Displays in the amount of $25,000 annually for the 4th of July. Per the City's Code of Ordinances, Section 2-10(f)(6), competitive solicitations are waived for "Arts advertising or cultural displays."

RECOMMENDATION

On behalf of the Parks and Recreation Department, the Procurement Division recommends approving a three (3) year agreement with Ghost Coast Entertainment, LLC for the City's Fireworks Displays and authorization for the City Manager or designee to execute.

ATTACHMENTS:

1. Procurement Justification
2. Ghost Coast Entertainment City of Sebastian Fireworks Agreement
3. Xtreme FX LLC Three Year Proposal

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$25,000 – FY 2026 $25,000 – FY 2027	$35,000	General Fund Non-Departmental

$25,000 – FY 2028		

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: February 11, 2026

TYPE OF PURCHASE:

- ☐ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☐ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Ghost Coast Entertainment, LLC

ITEMS OR SERVICES REQUIRED: Pyrotechnic Display

ADDITIONAL INFORMATION
Per the City's Code of Ordinances, Section 2-10(f)(6), competitive solicitations are waived for "Arts advertising or cultural displays."

Approved: Jessica Graham
Digitally signed by Jessica Graham
DN: cn=Jessica Graham, c=US, o=City of Sebastian, ou=Procurement Division, email=jessgraham@cityofsebastian.org
Date: 2/11/26 5:22:06 PM

Jessica Graham, Procurement/Contracts Manager

CITY OF SEBASTIAN AGREEMENT FOR
CITYWIDE FIREWORKS WITH
GHOST COAST ENTERTAINMENT LLC

THIS AGREEMENT made and entered into the _____ day of _____, 2026 by and between the **City of Sebastian, Florida**, whose address is 1225 Main Street, Sebastian, FL 32958, a municipal corporation of the State of Florida, hereinafter referred to as the "**City**" and **Ghost Coast Entertainment, LLC (FEIN:** 99-4274103**)**, whose principal and local address is 66 Autumns Wood Drive, Brunswick, GA 31525 hereinafter referred to as the "**Contractor**". The City and the Contractor are collectively referred to herein as the "Parties."

***WITNESSETH*:**

WHEREAS, the City desires to retain the Contractor for the work identified in the proposal specifications; and

WHEREAS, the City desires to retain the Contractor to provide Citywide fireworks, as subsequently specifically set out in purchase orders to be issued under this agreement; and

WHEREAS, the City desires to employ the Contractor to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the City that it is competent and otherwise able to provide professional services to the City; and

WHEREAS, the City desires to retain the Contractor to provide all labor, materials, equipment, facilities, and services included in, but not limited to, the guidelines in the scope of work; and

WHEREAS, the City desires to use the expertise and knowledge of the Contractor; and

WHEREAS, the Contractor recognizes the importance of strict adherence to all laws, rules, and regulations, particularly regarding safety procedures and processes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS

1.1 The term "Contractor" as used in this agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents, and assignees providing services under this agreement.

1.2 The City reserves the right to utilize any other contract, including, but not limited to, the following: any state of Florida contract, any contract awarded by any other city or county governmental agencies, other school boards, other community colleges/state university system, cooperative agreements, or to negotiate/purchase per City policy directly. The City also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the City's best interest, at any time during this agreement term.

1.3 This agreement is for Citywide Fireworks, as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

1.4 The recitals above are true and correct and form and constitute a material part of this agreement upon which the parties have relied.

1.5 Each party hereto represents to the other that it has undertaken all necessary actions to execute this agreement and has the legal authority to enter into it and undertake all obligations imposed on it. The person(s) executing this agreement for the Contractor certify that they are authorized to bind the Contractor fully to the terms of this agreement.

1.6 Time is of the essence of the lawful performance of the duties and obligations contained in this agreement, including, but not limited to, each purchase order. The parties agree that they shall diligently and expeditiously pursue their respective obligations outlined in this agreement and each purchase order.

1.7 When the term “law” is used herein, it shall include statutes, codes, rules, and regulations of any type or nature enacted or adopted by a governmental entity of competent jurisdiction.

1.8 The Contractor hereby guarantees the City that all work and all material, supplies, services, and equipment listed on a Purchase Order meet the requirements, specifications, and standards provided for under the Federal Occupational Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

1.9 It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of co-partners between the parties or as constituting the Contractor (including, but not limited to its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain independent concerning all services performed under this agreement.

1.10 Persons employed by the Contractor in the provision and performance of the goods and/or services and functions under this agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

1.11 No claim for goods and/or services furnished by the Contractor not specifically provided for herein or in a purchase order shall be honored by the City.

SECTION 2: SCOPE OF SERVICES

2.1 The Contractor shall safely, diligently, and professionally and timely perform with its equipment and assets and provide goods and/or services included in each subsequently entered purchase order. Unless modified in writing by the parties hereto, the Contractor's duties shall not be construed to exceed the provision of the goods and/or services pertaining to this agreement.

2.2 The Contractor shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this agreement and specifically detailed in various purchase orders as may be issued from time to time by the City.

SECTION 3: PURCHASE ORDERS

3.1 The provision of services to be performed under this agreement shall commence as outlined in Exhibit A upon the execution of this agreement and a purchase order issued on a form provided by the City. Additional services to be performed by the Contractor to the City shall be authorized in a written change order issued by the City on a form provided by the City. Purchase orders executed by the City shall include a detailed description of quantities, services, and a completion schedule. The Contractor shall review purchase orders and notify the City in writing of asserted inadequacies for the City's correction if warranted. In every case, if the Contractor completes work without authorization by a purchase/work order or a change order, the City is not obligated to compensate the Contractor for the unauthorized work.

3.2 The Contractor shall perform all services required by the purchase order, but the Contractor shall not be paid more than the negotiated Fixed Fee amount stated therein.

3.3 The Contractor may invoice the amount due based on the percentage of total services performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services completed.

SECTION 4: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED

4.1 Execution of this agreement by the Contractor is a representation that the Contractor is familiar with the services to be performed and local conditions. The Contractor shall make no claim for additional time or money based upon its failure to comply with this agreement. The Contractor has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this agreement and to be identified in the purchase orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the City's projects. Execution of a purchase order shall be an affirmative and irrefutable representation by the Contractor to the City that the Contractor is fully familiar with all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS

5.1 The City may revise the scope of services outlined in any particular purchase order.

5.2 Revisions to any purchase order shall be authorized in writing by the City as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this agreement and the appropriate purchase order number. Change orders may contain additional instructions or provisions specific to certain aspects of this agreement pertinent to the services provided. Such supplemental instructions or provisions shall not be construed as modifying this agreement. An agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Contractor’s schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES

6.1 The Contractor shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the Contractor under this agreement as well as the conduct of its staff, personnel, employees, and agents. The Contractor shall provide the City a list of employees working days, times, and assignments within two (2) hours of the City’s request for such information. The Contractor shall provide employee addresses and driver’s licenses. All Contractor employees shall at all times wear identification badges which, at a minimum, give the name of the employee and the Contractor. The Contractor shall work closely with the City to provide the goods and/or services. Concerning services, the Contractor shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and coordination

of all of the following, which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and all other services of whatever type or nature furnished by the Contractor under this agreement. Without additional compensation, the Contractor shall correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The Contractor's submissions in response to the subject bid or procurement processes are incorporated herein by this reference.

6.2 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement and the Contractor shall be and remain liable to the City per applicable law for all damages to the City caused by the Contractor's negligent or improper performance or failure to perform any of the goods and/or services furnished under this agreement.

6.3 The rights and remedies of the City, provided for under this agreement, are in addition to any other rights and remedies provided by law.

6.4 Time is of the essence in the performance of all goods and/or services provided by the Contractor under the terms of this agreement and every purchase order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES

7.1 The City shall reasonably cooperate with the Contractor promptly at no cost to the Contractor as outlined in this Section.

7.2 The City shall furnish a City project manager to administer, review, and coordinate the provision of services under purchase orders.

7.3 The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Contractor. The availability and necessity of such personnel to assist the Contractor shall be determined solely at the City's discretion.

7.4 The City shall examine all of the Contractor's services and indicate the City's approval or disapproval within a reasonable time so as not to delay the provisions of services of the Contractor materially.

7.5 The City shall transmit instructions and relevant information and interpret and define City policies and decisions concerning all materials and other matters pertinent to the services covered by this agreement.

7.6 The City shall give written notice to the Contractor whenever the City's designated representative knows of a development that affects the goods and/or services

provided and performed under this agreement, the timing of the Contractor's provision of goods and/or services, or a defect or change necessary in the Contractor's goods and/or services.

7.7 The rights and remedies of the City provided under this agreement are in addition to any other rights and remedies provided by law. The City may assert its right of recovery by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after the performance of this agreement, as well as the adjustment of payments made to the Contractor based upon the quality of work of the Contractor.

7.8 The City shall be entitled to recover all legal costs, including, but not limited to, attorney fees and other legal costs, that it may incur in any legal actions it may pursue to enforce the terms and conditions of this agreement or the responsibilities of the Contractor in carrying out the duties and responsibilities deriving from this agreement.

7.9 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

7.10 Neither the City's review, approval, or acceptance of nor payment for any of the goods and/or services required shall be construed to operate as a waiver of any rights under this agreement nor any cause of action arising out of the performance of this agreement and the Contractor shall be and always remain liable to the City per applicable law for all damages to the City or the public caused by the Contractor's negligent or wrongful provision or performance of any of the goods and/or services furnished under this agreement.

7.11 After final payment is made to the Contractor, all deliverable analysis, reference data, survey data, plans, reports, or any other form of written instrument or document that may result from the Contractor's services or have been created during the Contractor's performance under this agreement shall become the property of the City.

SECTION 8: COMPENSATION

8.1 Compensation for performance of work per Exhibit A, subject to additions and deletions by change order as provided for in this agreement.

8.2 Compensation to the Contractor shall be as outlined in the purchase order, which assigns services to be accomplished by the Contractor.

8.3 The Contractor shall be paid per the charges outlined in Exhibit "B" attached hereto.

8.4 There are no reimbursable expenses to be paid to the Contractor except as specifically set forth herein.

SECTION 9: PRICE ADJUSTMENTS

9.1 After the initial contract term, the City of Sebastian will consider requests for price adjustments. Upon receipt of the Contractor's written request for a price adjustment, the City may allow an escalation equal to the Southeastern Consumer Price Index as of May 1st of that current year, not to exceed 3% of that current year's annual contract price.

9.2 The Contractor shall submit the price request to the Procurement Division at least thirty (30) calendar days before the requested effective increase date. The City may approve a price increase at its sole discretion.

9.3 Any purchase order issued before the approval of the price increase will not be modified.

9.4 The contractor shall be entitled to an automatic increase in labor rates due to minimum wage increases only if a request for adjustment is submitted at least 30 days before the effective change.

SECTION 10: INVOICE PROCESS

10.1 Invoices, in an acceptable form to the City and without disputable items, will be processed for payment within thirty (30) days of receipt by the City.

10.2 The City will notify the Contractor of any disputable items in invoices submitted by the Contractor within fifteen (15) days of receipt, explaining the deficiencies.

10.3 The City and the Contractor will try to resolve all disputable items in the Contractor's invoices.

10.4 Each invoice shall reference this agreement, the appropriate purchase order and Change Order if applicable, and the billing period.

10.5 The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the Contractor completed goods and/or services referenced in an invoice.

10.6 Invoices are to be forwarded directly to the project manager: Richard Blankenship, Parks and Recreation Director (Rblankenship@cityofsebastian.org)

SECTION 11: COMMENCEMENT SCHEDULE OF AGREEMENT

11.1 The Contractor shall commence providing services as described in this agreement upon execution of a purchase order issued by the City.

11.2 The Contractor and the City agree to make every effort to adhere to the schedules required by the City or as established for the various purchase orders as described in each purchase order. However, if the Contractor is delayed at any time in the provision of goods and/or services by any act or omission of the City, or of any employee, tumult of the City, or by any other Contractor employed by the City, or by changes ordered by the City, or by strikes, lockouts, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the Contractor and beyond the Contractor's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation or be reimbursed for any losses due to any delay or delays resulting from any of the causes as mentioned earlier or any other cause whatsoever.

SECTION 12: TERM/LENGTH OF AGREEMENT

12.1 The initial term of the Agreement is for a term of three (3) years. This Contract may be renewed for up to two (2) additional one-year renewals for a total contract length not to exceed five (5) years. Renewals will be automatic unless a written notice of cancellation is provided at least 30 days before the end of any term.

12.2 The City has the right to extend any contract for the period necessary for the Contractor to complete their contractual obligations and/or release, award, and implement a replacement agreement. Such extension shall be based on the same prices, terms, and conditions this contract outlines.

SECTION 13: DESIGNATED REPRESENTATIVES

13.1 The City designates the City Manager or their designated representative to represent the City in all matters pertaining to and arising from the work and the performance of this agreement.

13.2 The City Manager, or his/her designated representative, shall have the following responsibilities:

13.2.1 Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to

materially delay the work of the Contractor;

13.2.2 Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this agreement;

13.2.3 Giving prompt written notice to the Contractor whenever the City official representative knows of a defect or change necessary in the project; and

13.2.4 Coordinating and managing the Contractor's preparation of any necessary applications to governmental bodies to arrange for submission of such applications.

13.3 Until further notice from the City Manager, the designated representative for this agreement is concerning this section of the Agreement:

Richard Blankenship, Parks and Recreation Director
Phone: 772-388-4414
Email: RBlankenship@cityofsebastian.org

The Contractor's designated representative is:

Wade McDaniel, Co-Owner, Op's Director
Phone: 912-216-2383
Email: operations@ghostcoastentertainment.com

SECTION 14 - LIQUIDATED DAMAGES

14.1 The Contractor agrees that, except for weather related delays, the Contractor shall pay the City the sum of fifty dollars ($50) for every 15 minutes the fireworks display is delayed from the scheduled firing time, as fixed and agreed liquidated damages and not as a penalty to represent the damages the City will sustain in the event of delay. In addition, the following liquidated damages payment deductions schedule shall apply in the event of defective fireworks or shortage of inventory:

A. 0% - 5% defective or shortage, 0% payment deduction from the invoice.

B. 6% - 10% defective or shortage, 10% payment deduction from the invoice.

C. 11% - 50% defective or shortage, 25% payment deduction from the invoice.

D. Over 50% defective or shortage, 50% payment deduction from the invoice.

E. Any shells discharged after the fireworks show will also be considered defective.

14.2 The Parties agree and recognize the impossibility of precisely ascertaining the number of damages the City will sustain if the Contractor fails to achieve the Substantial Completion Date in a timely manner.

14.3 When the Contractor defaults on the Agreement or any material provision thereof or fails to remedy any deficiency in performance, the City may procure the necessary supplies or services from an alternative source and hold the contractor financially responsible for any excess costs incurred. The difference between the bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the contractor as liquidated damages.

SECTION 15: TERMINATION FOR CAUSE OR CONVENIENCE.

15.1 Notwithstanding any other provision of this agreement, the City shall have the right at any time to terminate this agreement in its entirety, with or without cause, as outlined herein.

15.2 **WITH CAUSE:** If the Contractor is found to have failed to perform services in a manner satisfactory to the City, the Contractor shall have ten (10) days to correct deficiencies.

15.2.1 Failure of the Contractor to remedy said specified deficiencies within ten (10) days of receipt of such notice shall result in the termination of the agreement, and the City shall be relieved of any responsibilities and liabilities under the terms and provisions of the contract.

15.3 **WITHOUT CAUSE:** The City shall have the right to terminate this agreement without cause with thirty (30) days' written notice to the Contractor. Notice shall be served to the parties as specified in the agreement.

15.4 Upon receipt of notice of termination, the Contractor shall promptly discontinue the provision of all services unless the notice provides otherwise.

15.5 If this agreement is terminated, the City shall identify any specific purchase order(s) being terminated and the specific purchase order(s) to be continued to completion according to the provisions of this agreement.

15.6 This agreement will remain in full force and effect as to all authorized purchase order(s) to be completed as outlined above.

15.7 **EFFECTIVE IMMEDIATELY:** This Contract will terminate immediately and absolutely if the City of Sebastian determines that adequate funds are de-appropriated such that the City of Sebastian cannot fulfill its obligations under the Contract, which determination is at the City of Sebastian's sole discretion and shall be conclusive. Further, the City of Sebastian may terminate the Contract for any one or more of the following reasons: (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect; (ii) The City of Sebastian determines that the

actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION

16.1 In the event this agreement or any purchase order is terminated or canceled before completion without cause, payment for the unpaid portion of the satisfactorily, undisputed services provided by the Contractor before the date of termination will be paid.

SECTION 17: EQUAL OPPORTUNITY EMPLOYMENT

17.1 The Contractor shall not discriminate based on race, color, sex, age, national origin, religion, and disability or handicap by the provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination based on handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other federal and state discrimination statutes. The contractor shall furnish pertinent information regarding its employment policies and practices and those of their proposed subcontractors the City may require. The above shall be required of any subcontractor hired by the Contractor. All equal employment opportunity requirements shall be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by the Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to any noncomplying subcontractor. Additionally, the Contractor shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may be made. The Contractor shall comply with all state laws and local ordinances.

SECTION 18: INDEMNIFICATION

18.1 The Contractor and any subcontractors shall indemnify, defend and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or its subcontractors and other persons employed or utilized by the Contractor or its subcontractors in the performance of the contract; irrespective of the negligence of the indemnitee or its officers, directors, agents, or employees.

However, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton, or intentional misconduct of the City or its officers, directors, agents, or employees. Upon request of the City, the Contractor or its subcontractors shall, at no cost or expense to the City, indemnify and hold the City harmless of any suit asserting a claim for any loss, damage, or liability specified above, and the Contractor or its subcontractors shall pay any cost and reasonable attorneys' fees that may be incurred by the City in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the City waiving its sovereign immunity under Florida Statute §768.28 or any other sovereign or governmental immunity, nor an admission of any liability. This provision shall survive the termination of this agreement.

SECTION 19: INSURANCE

19.1 The Contractor shall obtain or possess and continuously maintain the following insurance coverage from a company or companies with a Best Rating of A- or better, authorized to do business in the State of Florida and a form acceptable to the City and with only such terms and conditions as may be sufficient to the City:

19.1.1 Comprehensive General Liability: The Contractor shall provide minimum combined single limits of $1,000,000.00 for each occurrence / $2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products & completed operations, broad form property damage, personal and advertising injury, and contractual liability coverage.

19.1.2 Comprehensive Automobile Liability: The Contractor shall provide minimum liability limits of $1,000,000.00 for each accident, combined with a single limit for bodily injury and property damage. This shall include coverage for:

A. Owned Automobiles

B. Hired Automobiles

C. Non-Owned Automobiles

19.1.3 Worker's Compensation: The Contractor shall provide and maintain Coverage for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. Any policy must include the Employer's Liability with minimum limits of $1,000,000 for each accident and a waiver of subrogation.

19.1.4 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than $1,000,000.00 excess of Comprehensive General Liability, Automobile Liability, and Employers' Liability. ****This coverage is optional if the CONTRACTOR carries $2,000,000 Commercial General Liability Insurance with a $2,000,000**

general aggregate**

19.1.5 All insurance other than Worker's Compensation to be maintained by the Contractor shall specifically include the City as an additional insured.

19.2 The Contractor shall provide certificates of insurance to the City, evidencing that all such insurance is in effect before the issuance of the first purchase order under this agreement from the City. These certificates of insurance shall become part of this agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for performance of any obligation, including the Contractor's indemnification of the City under this agreement. If, during the period which an insurance company is providing the insurance coverage required by this agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor knows any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this agreement. Until the Contractor has replaced the unacceptable insurer with insurance acceptable to the City, the Contractor shall be deemed to be in default of this agreement.

19.3 The insurance coverage shall contain a provision that requires that before any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the City by submission of a new certificate of insurance.

19.4 The Contractor shall furnish a certificate of insurance directly to the City's procurement/contracts manager. The certificates shall indicate that the Contractor has obtained insurance of the type, amount, and classification required by this agreement.

19.5 Nothing in this agreement or any action relating to this agreement shall be construed as the City's waiver of sovereign immunity beyond the limits outlined in Section 768.28, *Florida Statutes*.

19.6 The City shall not be obligated or liable under the terms of this agreement to any party other than the Contractor. There are no third-party beneficiaries to this agreement.

19.7 The Contractor is an independent Contractor and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this agreement.

19.8 All insurance shall be primary to, and not contribute to, any insurance or self-insurance maintained by the City.

SECTION 20: STANDARDS OF CONDUCT

20.1 The Contractor shall promptly notify the City in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or any insolvency of the Design-Builder or any of its subcontractors involved in the provision of the Services under this Agreement.

20.2 The Contractor hereby certifies that no undisclosed (in writing) conflict of interest exists concerning the agreement, including, but not limited to, any conflicts that may be due to the representation of other clients, customers, or vendees, other contractual relationships of the Contractor, or any interest in property that the Contractor may have. The Contractor further certifies that any conflict of interest arising during this agreement's term shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this agreement.

20.3 If the City determines that any employee or representative of the Contractor is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct under any assignment or work performed under this agreement, the City shall notify the Contractor in writing. The Contractor shall immediately remove such employee or representative of the Contractor from such assignment.

20.4 The Contractor shall not publish any documents or release information regarding this agreement to the media without prior approval of the City.

20.5 The Contractor shall certify, upon request by the City, that the Contractor maintains a drug-free workplace policy following Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this agreement.

20.6 If the Contractor or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action will result in termination of this agreement by the City. Under a contract with any public entity, the contractor, supplier, or subcontractor may not transact business with any public entity above the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for 36 months after being placed on the convicted vendor list.

20.7 Contractor certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any municipal, City, state or federal department or agency; (2) have not, within a three year period preceding execution of this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen

property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; (4) have not within a three year period preceding execution of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and (5) will advise the City immediately if their status changes and will explain the change in status.

20.8 The City reserves the right to unilaterally terminate this agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the Contractor in conjunction, in any way, with this agreement.

20.9 The Contractor shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and all related federal or state laws which prohibit discrimination by public and private entities based on disability.

20.10 The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The City shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this agreement by the City.

20.11 The Contractor agrees to comply with federal, state, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the City. The Contractor agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors, or the surrounding environment will ensure compliance with all employment safety, environmental, and health laws.

20.12 The Contractor shall ensure that all goods and/or services are provided to the City after the Contractor has obtained any permits, licenses, permissions, approvals, or similar consents at its sole and exclusive expense.

20.13 If applicable, per Section 216.347, *Florida Statutes*, the Contractor shall not use funds provided by this agreement to lobby the Legislature, the judicial branch, or state agency. Furthermore, Contractor shall not, in connection with the contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any City officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any City officer or employee. "Gratuity" means any payment of more than nominal monetary value in cash, travel, entertainment, gifts,

meals, lodging, loans, subscriptions, advances, money deposits, services, employment, or contracts.

20.14 The Contractor shall advise the City in writing who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

20.15 The Contractor shall not engage in any action that would create a conflict of interest in the performance of that actions of any City employee or other person during the performance of, or otherwise related to, this agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 21: PUBLIC RECORDS

21.1 The Contractor will keep and maintain public records required by the City to perform the service. Upon request from the City's custodian of public records, the Contractor will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Upon completion of the Agreement, the Contractor will transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. The Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City. If the Contractor does not comply with the City's request for public records, the City shall enforce the provisions of the Agreement per the terms of the Agreement and may terminate the Agreement.

21.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JEANETTE WILLIAMS, THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK
1225 MIAN STREET
SEBASTIAN, FL 32958

TELEPHONE: 772-388-8215
EMAIL: CityHallPublicRecordsRequest@cityofsebastian.org

SECTION 22: CODES AND DESIGN STANDARDS

22.1 All services to be performed by the Contractor shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, and local regulatory agencies.

22.2 The Contractor shall be responsible for keeping apprised of any changing laws applicable to the goods and/or services to be performed under this agreement.

SECTION 23: ASSIGNABILITY

23.1 The Contractor shall not sublet, assign, or transfer any interest in this agreement or claims for the money due or to become due out of this agreement to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

23.2 The Contractor agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 24: SUBCONTRACTORS

24.1 Any Contractor's proposed subcontractors shall be submitted to the City for written approval before the Contractor enters a subcontract. Subcontractor information shall include, but not be limited to, state registrations, business address, occupational license tax proof of payment, and insurance certifications.

24.2 The Contractor shall coordinate the provision of goods and/or services and work product of any City approved subcontractors and remain fully responsible for such goods and/or services and work under the terms of this agreement.

24.3 Any subcontract shall be in writing and shall incorporate this agreement and require the subcontractor to assume the performance of the Contractor's duties commensurately with the Contractor's responsibilities to the City under this agreement; it is understood that nothing herein shall in any way relieve the Contractor from any of its duties under this agreement. The Contractor shall provide the City with executed copies of all subcontracts.

24.4 The Contractor shall reasonably cooperate with the City and other City Contractors and professionals.

SECTION 25: CONTROLLING LAWS/VENUE/INTERPRETATION/WAIVER OF JURY TRIAL

25.1 The laws of the State of Florida shall govern the agreement. In the event of litigation arising under this agreement, the venue of such action shall be an appropriate State or Federal Court in and for Indian River County, Florida. The parties agree that in the event of litigation arising from this agreement, each shall waive any right to trial by jury.

25.2 This agreement is the result of *bona fide* arms-length negotiations between the City and the Contractor, and all parties have contributed substantially and materially to the preparation of the agreement. Accordingly, this agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 26: FORCE MAJEURE

26.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 27: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

27.1 This agreement and the exhibit(s) constitute the entire integrated agreement between the City and the Contractor and supersedes all prior written or oral understandings in connection therewith. This agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof and supersedes and controls over any prior agreements, understandings, representations, correspondence, and statements whether written or oral.

27.2 This agreement may only be amended, supplemented, or modified by a formal written amendment.

27.3 Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 28: NOTICES

28.1 Whenever either party desires to give notice unto the other, it must be given by

written notice, sent by email and/or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

28.2 For the present, the parties designate the following as the representative places for giving of notice, to wit:

TO THE CITY:

City Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Procurement Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958
P: 772-388-8231
E: procurement@cityofsebastian.org

TO THE CONTRACTOR:

Co-Owner, Operations Director
Ghost Coast Entertainment LLC
7901 4th St N, Suite 300
St. Petersburg, FL 33702
P: 912-216-2383
E: operations@ghostcoastentertainment.com

28.3 Written notice requirements of this agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Contractor agrees not to claim any waiver by the City of such notice requirements based upon the City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Contractor to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the agreement.

SECTION 29: WAIVER

29.1 The failure of the City to insist in any instance upon the strict performance of any provision of this agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 30: NO GENERAL CITY OBLIGATION

30.1 In no event shall any obligation of the City under this agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City, or a general obligation or indebtedness of the City within the

meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

30.2 The Contractor shall not have the right to compel the exercise of the ad valorem taxing power of the City.

SECTION 31: EXHIBITS

31.1 Each exhibit referred to and attached to this agreement is an essential part of this agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this agreement.

SECTION 32: SEVERABILITY/CONSTRUCTION

32.1 If any term, provision, or condition contained in this agreement shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

32.2 All provisions of this agreement shall be read and applied in para materia with all other provisions hereof.

SECTION 33: SURVIVAL

33.1 All express representations, waivers, indemnifications, and limitations of liability included in this agreement shall survive completion or termination of the agreement for any reason.

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IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: the City through its City Council taking action on the _____, day of _____, 2026 and the Contractor signing by and through its duly authorized corporate officer having the complete authority to execute same.

ATTEST:

GHOST COAST ENTERTAINMENT

By:

_____
Keith McDaniel, CEO

_____
Wade McDaniel, Co-Owner/Ops Director

Date: _____

ATTEST:

CITY OF SEBASTIAN, FL

By:

_____
Catherine E. Testa
Acting City Clerk

_____
Brian Benton, City Manager

Date: _____

For the use and reliance of the City of Sebastian only. Approved as to form and legal sufficiency.

_____
James D. Stokes
Interim City Attorney

Exhibit “A”
Scope of Services

1.1 Scope of Services

1.1.1 The Contractor shall provide all necessary labor, materials, equipment, transportation, supervision, and other required elements to supply the City of Sebastian with Fireworks Displays on **July 4, 2026, July 4, 2027, and July 4, 2028.**

1.2 Fireworks Display

1.2.1 The Contractor shall provide the following for the City of Sebastian's Fireworks Display:

A. An aerial display with at least an opening, body, and finale

B. Color shells ranging in size from 3 inches in diameter to 5 inches in diameter

C. **20-minute** multi-position choreographed display using a computer firing system

D. All required local, county, state, and federal permits/licenses.

E. At least one (1) certified pyro technician with previous display experience as a lead technician and assistants to deliver, set up, and display the show.

F. Non-Exclusive Fire Unit through IRC Fire Rescue, if required by permit.

1.2.2 Inclement Weather

A. The Contractor shall complete the fireworks aerial display on July 4th, unless there is inclement weather, including but not limited to sustained winds in excess of 20 mph, heavy rain/thunderstorms, or declared emergency conditions such as hurricane, flooding, tornado watch, etc. In the case of inclement weather, the fireworks display shall be completed on July 5th of each contract year, or a mutually agreed upon date.

B. The City shall incur no additional charges should the fireworks display be rescheduled due to inclement weather.

1.2.3 Fireworks Display Location, Set up, and Clean up

A. Location:

a. City of Sebastian Twin Piers (516 Indian River Drive, Sebastian, FL 32958)

+

B. Setup:

a. The Technician shall deliver the shells to Twin Piers.

b. The City of Sebastian will provide a Safety Zone of an approximate area of six hundred fifty feet (650'). Security will be provided in the defined Safety Zone.

c. The display is to be delivered set up in time for the evening shows—9:00 pm for July 4th.

d. The City of Sebastian reserves the right to inspect and count the fireworks for each display.

C. Clean Up: The Contractor will be responsible for the cleaning of the debris from the fireworks within the display area and removal of all material/equipment used in conjunction with the display by no later than 10:00 am the morning after the show.

1.3 Pricing and Payment Terms

1.3.1 Pricing: The pricing listed in Table 1 is all-inclusive. All rates include all costs associated with the performance of the work, including mobilization, demobilization, fuel, insurance, standby fees, overhead and profits, lodging, meals, transportation and delivery (including trip charges), rentals, safety gear, telephone costs, and all other materials, items, and miscellaneous expenses.

Table 1
City of Sebastian Fireworks Display pricing

Item Description	UOM	Total Bid Price
Show Dates: July 4, 2026 All-inclusive price for the City of Sebastian Fireworks display, in accordance with the Scope of Services.	Lump Sum	$25,000.00
Show Dates: July 4, 2027 All-inclusive price for the City of Sebastian Fireworks display, in accordance with the Scope of Services	Lump Sum	$25,000.00
Show Dates: July 4, 2028 All-inclusive price for the City of Sebastian Fireworks display, in accordance with the Scope of Services	Lump Sum	$25,000.00
Total Initial Term Cost		$75,000.00

1.3.2 Payment Terms:

A. 50% deposit due between January 1st and May 1st of each contract year.

B. Remaining 50% due net 30 after completion of each July 4th Fireworks Display.

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Exhibit “B”
Ghost Coast Entertainment Quote

City of Sebastian

REINVENTING THE INDUSTRY

CREATING EPIC PRODUCTIONS

July 4th 2025, 2026, 2027



Illuminating the Skies for over 20 years!

Meet the Team – Literally

Something that makes us different than most of the large corporations of the world, is we want you to personally meet the Team who envisions your event and brings it to life. Our Dream Team will be on site for most, if not all events, working beside the crew, hand in hand.

Ryan Pedraza – President and CEO – Ryanp@xtremespecialeffects.com

What CEO do you see on site working hand in hand with their technicians?

Ryan, as the heart and soul of Xtreme, provides leadership and guidance for all technicians to create an unbreakable bond, which creates an unexplainable energy to excel in everything they do. Ryan has over 20 years of experience in the Fireworks and FX Industry.

Nicole Johnson – CFO and Show Producer – NicoleJ@xtremespecialeffects.com

There is no such thing as 9 to 5 for Nicole. Clients can contact her at any point in time and she will always respond. Nicole oversees the everyday operations of Xtreme along with developing client accounts, being the primary contact from the signing of the contract to leaving an event site after clean up.. Nicole makes sure every aspect of the event is completed in a timely manner. She will also make sure you are completely satisfied with your event along with your guests. Nicole has 10 years of experience in the Fireworks and FX industry.

Brian Weaver- Show Designer and Director of Innovatio– BrianW@xtremespecialeffects.com
Technology savvy Brian creates, designs, and produces all shows from Fireworks displays, laser shows, and other special effects shows. Brian has 15 years of experience in the Fireworks and FX industry.

Shane O'Brien – Warehouse Coordinator and Technician Supervisor – The Behind the Scenes Info@xtremespecialeffects.com

Shane assists in contacting technicians and making sure the team put together excels for that specific event. Shane also assists in making sure all details are addressed and finalized prior to your event. He also assists in the warehouse day to day jobs to ensure all equipment is operational, trucks are loaded properly, and all documentation for the trucks is compliant with state and federal regulations. Shane has 15 years of Experience in the Fireworks and FX industry.

Your dreams cannot come to reality without this highly qualified team. Our Technicians that are on site, make our dreams come to life. The technicians we select to work, have a minimum of 5 years of experience with high profile displays. They are recertified every 3 months to meet our qualifications. We do not accept anything or anyone less than the best

Background and Experience

Xtreme FX is one of the top leading companies in the industry, producing bigger and better displays right beside companies with 100+ years of experience. With our modern technology intertwined with “old school and bad to the bone” displays, we have taken the industry by storm. Xtreme was founded in 2013 in Florida. Xtreme became international in 2016 with locations throughout the Caribbean.

Our employees are hand selected and taken through a vigorous process to ensure we have the best of the best in the country. Not only are our technicians able to assist on a display, the techs are fully capable of leading their own show. Our employees are on a freelance contract basis. We have approximately 50 employees consistently firing displays throughout the year and rapidly growing! We do not accept the “Weekend Warrior” mentality of what most companies hire on the busiest times of the year (July 4th and New Year’s Eve).

Our experience is second to none. From private shows to high exposure shows, we keep our quality and expertise across the board. Our team leaders and technicians have over 75+ years of experience in the Fireworks and FX industry. No show is too big or too small.

Some of our clients include:

Justin Moore, Lee Brice, Snoop Dogg, Lil’ Jon, Grant Cardone, Shino Bay, Daymon John, Steve Harvey, Tyler Perry, Louis Vuitton, Tyler Farr, Joe Nichols, Justin Beiber, Walker Hayes, Miami Marlins, Miami Dolphins, BCS Bowl, Orange Bowl, Tampa Bay Rays, John Travolta, Camping World Stadium, Citrus Bowl, Cheez-IT Bowl, PBR, NASCAR, Film Festivals, Country Cruises, Concert Cruises, Major Cities, and Music Festivals across the world…. Just to name a few.





Scene Philosophy

How it works

With a traditional fireworks display, there is an opener, main portion (body), and a grande finale. If you have ever ridden a roller coaster, the sequences of the ride compliment each other, leaving a smile on the riders' faces. Fireworks are no different. Our productions will make you XTREMELY satisfied, yet always wanting more of the intensity over and over again. You should always want to come back to us for more, just like a roller coaster!

Opener

Whether you are wanting to start off strong, or ease into the intensity with music, your audience will be captivated from the launch of the first shell. Both options are very popular with our clients on how their audio is mixed. Everyone is different and we tailor to their specific needs.

Body

This is the main portion of your display. The music is flowing flawlessly and then, BAM! There is an exciting hit to intensify a portion of the song(s). There are many effects that can be used from single strip hits, large arrays of large arial shells, large arrays of close proximity or single strip hits with large arial shells to give it dynamic, from slow scenes of falling leaves and twitter glittering shells.

Grande Finale!!!

The time has come! Prior to the finale, we slow it down… to start the intense build up. Our finales are second to NONE. We are known for how large, how intense, how loud, and how widespread our finales are. From starting to the smallest caliber shell, increasing shell size without a smaller size die out, we begin from the center. Then it fans our to multiple angles, multiple calibers, and cakes. We end with a very intense "wall" of salutes and end with a nice colorful or specified colored "splash" after the finale ends! No other company's finale can compare to what we do! Your audience will be begging for more each and every time.

What is Dead Air?

REAL Dead air is taboo in our industry. There are two types of Dead air.. Intentional and Unintentional. With that being said, there will never be "unintentional dead air" or "unintentional black sky" during our display. Intentional dear air happens when you highly choreograph to audio, so do not be afraid of those types. This can intensify the next scene in a pyromusical to give it the wow factor we all look for! If your display has no audio, shells will be firing simultaneously either from a straight angle position, multiple angles positions, multiple calibers angled, and so forth.


Yelle

Safety Protocol

Safety of the audience and our technicians is our #1 priority. For every display, we have a specific safety plan implemented to ensure the safety of the audience and our technicians as well as environmental matters. We conform to the federal, state, and local safety regulations by obtaining all necessary permitting and approvals.

Technicians will always take the necessary precaution before firing a show by doing a final walk through with the fire marshal as he gives approval for firing. Any water-based displays, technicians will have proper personal flotation devices on, at all times. NO EXCEPTIONS. During firing of the show, our techs will have the proper PPE for eyes, ears, feet, and head. Smoking is strictly prohibited within 100 feet of a firing site or fireworks. Cell phone usage will be kept to a minimum in the immediate blast zone to keep radio frequencies down.

A Mandatory "morning after" walk will be conducted throughout the firing zones, fall out zones, spectator viewing area, and any other surrounding areas for unexploded ordinances and excessive debris. Any unexploded ordinances will be packages and secured to comply with Federal DOT regulations.

Xtreme FX is fully insured and certified in creating and performing display shows as well as special effects shows. Xtreme FX includes five million in general liability for each event as well as an additional five million in vehicle insurance. Any driver who drives HAZMAT for Xtreme FX has a commercial driver's license and HAZMAT training. We take pride in knowing our insurance is through one of the best agencies in the industry.

Most companies still today perform hand fired displays. Xtreme will not accept or perform any hand fired displays due to safety of our technicians. We use the highest technology in firing systems to ensure safety of everyone involved. Making this a policy for our company, we have came to find that the clients, fire departments, and our employees feel more comfortable with being away from the immediate blast zone.

We take pride in our safety record. Xtreme Fx has had zero insurance claims, zero federal fines, and zero state fines. Safety is our number one priority and our record proves that!

2024 Insurance Coverage

Insurance Agency:

Britton-Gallagher and Associates, Inc.
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114
Expires – 12/17/2024

General Liability and Excess Umbrella Insurance Carrier:

Everest Indemnity Insurance Co.
Axis Specialty Ins Co

Commercial Automotive Liability:

Everest Denali Insurance Company



Xtreme FX carries five million dollars in general liability insurance that is maintained through a one year policy. Our insurance covers all product and completed operations. The policy is "per occurrence" instead of "per claim." We also carry 5 million commercial automobile insurance required by USDOT as well as comply with Workers compensation state statutory limits.

What are Layers?







Layering is quite simple and one of our specialties. Different calibers burst at different heights as pictured above. Shells per caliber, burst at approximately 100 feet for every inch in diameter. To get a better understanding, a 3" shell will burst at a height of approximately 300 feet.

2" = 200'

3" = 300'

4" = 400'

5" = 500'

6" = 600'

8" = 800'

10" = 1000'



Overview

At Xtreme FX, our mission to simply entertain you and your audience with the most spectacular display you have never seen before in the safest way possible for the audience as well as our technicians.

All product in the show is of the highest quality produced in the industry today. With the product that is used, fire marshals feel more comfortable with the firing of a show simply because it is safer than the traditional fireworks normally used. All of our equipment is state of the art and the highest in the technology world today.

Xtreme FX strictly follows the Federal, state, county, and local laws. We also strictly enforce all NFPA 1123 and 1126 codes.

Show Date: July 4th, 2025, 2026, 2027

This includes the following:

- 15 minute Fireworks display
- Fire Inspection Fees
- Fire Permitting Fees
- Stand-by Fees
- Computer Firing System
- Custom designed shells and cakes from China, Japan, Spain, Canada, and the USA.
- Highly qualified technician crew with a minimum of 5 years of experience (no subcontractors)
- Transportation and Delivery costs
- Insurance Coverage and certificates

Your All Inclusive Price: $30,000.00

Permitting: We will apply for all necessary permitting required by local and state Authorities.

Insurance: 5 million Liability, 5 million in commercial auto, state limit of worker's compensation

*If you would like to add additional funding towards the display, the additional funds will go 100% into product cost.

Price increase for 2025 - $1000 additional = $31,000

Price increase for 2026- $1000 additional = $32,000

Thank you

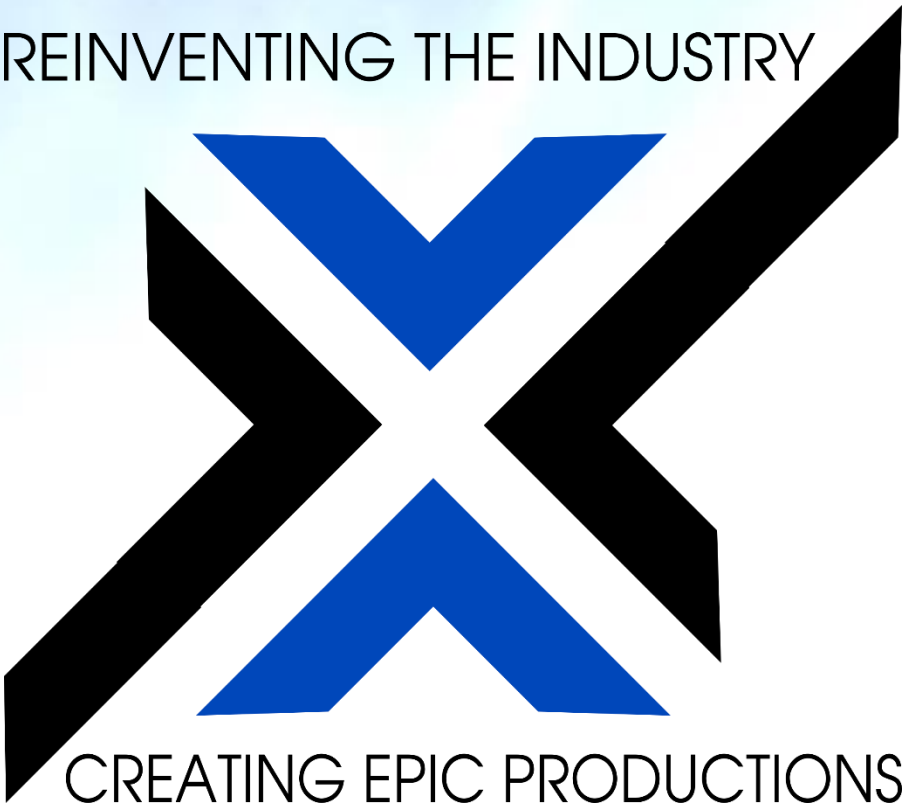
We understand your time is valuable, so thank you for taking the time you have granted us.

Xtreme Fx is honored to have the opportunity to continue to work with you to achieve the most creative display for you and exceed everyone's expectations again and again. Our reputation is very important and we want to continue to provide flawless and jaw dropping displays for you.

We make sure from begin to end, the process of planning and performing this display is executed flawlessly. From permitting, to audio mixing and show choreography, to the set up and safety of the display, we aspire to bring a "peace of mind" and "no stress" attitude to our flourishing partnership.



REINVENTING THE INDUSTRY



CREATING EPIC PRODUCTIONS

Thank you for the opportunity to place a bid!

We look forward to your decision!

If you have any questions, please feel free to contact us!

Xtreme FX Company Number: 800-695-9739

Nicole Johnson – Show Producer- 865-560-6087

