



Port of the Islands

COMMUNITY IMPROVEMENT DISTRICT

July 16, 2026

MEETING AGENDA

PORT OF THE ISLANDS COMMUNITY DEVELOPMENT DISTRICT PUBLIC HEARING

Agenda

Thursday, July 16, 2026, 9:30 a.m.
Port of the Islands Resort Main Dining Room,
25000 E. Tamiami Trail, Naples, FL 34114

Note: Requests to address the Board on subjects, which are not on today's agenda, will be accommodated under "Public Comments."

Any person who decides to appeal a decision of this Board will need a record of the proceeding pertaining there to and may need to ensure that a verbatim record of these proceedings is made at their expense.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 592.9115 at least five calendar days prior to the meeting.

1. Roll Call/Approval of the Agenda
2. Public Hearing and Approval of Proposed FY 2027 General and Utility Fund Budgets
 - a. Resolution 2026-4 Adopting the Final General and Utility Fund Budgets for FY 2027
 - b. Resolution 2026-5 Adopting the Levying of a Maintenance Assessment for FY 2027
3. Adjourn

RESOLUTION 2026-4

A RESOLUTION ADOPTING THE FINAL GENERAL BUDGET OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT FOR FISCAL YEAR 2027

WHEREAS, the District Manager has heretofore prepared and submitted to the Board, for approval, the District's proposed General Fund Budgets for the ensuing fiscal year; and

WHEREAS, a public hearing has been held on this 16th day of July 2026, at which members of the general public were accorded the opportunity to speak prior to the adoption of the final budgets;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT;

1. The General and Water/Sewer Fund Budgets heretofore submitted to be approved by the Board are hereby adopted as the final General Fund Budget of the District for Fiscal Year 2027.
2. A verified copy of said General Budget shall be attached as an exhibit to this Resolution in the District's "Official Record of Proceedings."

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT THIS 16th DAY OF JULY 2026.

Anna-Lise Hansen, Chair

ATTEST:

W. Neil Dorrill, Secretary

RESOLUTION 2026-5

A RESOLUTION LEVYING MAINTENANCE ASSESSMENT WITHIN THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT FOR FISCAL YEAR 2027

WHEREAS, the Board of Supervisors of the Port of the Islands Community Improvement District finds that the assessment for operation and maintenance of the District during Fiscal Year 2027 will amount to **\$815,105** (General Fund); and it is hereby determined that said maintenance is required within the District;

WHEREAS, the Board of Supervisors of the Port of the Islands Community Improvement District finds that the assessment for water and sewer of the District during Fiscal Year 2027 will amount to **\$0** (Water and Sewer Fund) and it is hereby determined that said maintenance is required for the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT;

1. The provision of the services, facilities, and operations by the District confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands as shown on the Assessment Roll is fairly and reasonably apportioned across the lands located within the District.

2. That a maintenance assessment in the total sum amount of **\$815,105** is adopted and the same is hereby levied upon each benefitted tract or parcel of land within the Port of the Islands Community Improvement District.

3. That a water and sewer assessment in the total sum amount of **\$0** is adopted and the same is hereby levied upon tracts or parcels of land within the Port of the Islands Community Improvement District.

4. That the collection and enforcement of the aforesaid Operations & Maintenance Assessments for General Fund, and Water/Sewer Fund shall be at the same time and in like matter as Collier County taxes. All assessments shall be subject to the same discounts as Collier County taxes. Provided further that the collection and enforcement of any assessments by the Collier County Tax Collector is impeded, prevented, or impaired, the District may use all available alternative methods and procedures available for the collection and enforcement of its assessments.

5. That the aforesaid water/sewer and maintenance assessment levy and the lists of land included in the District are hereby certified to the Collier County Property Appraiser to be extended on the County Tax Roll and shall be collected by the Collier County Tax Collector in the same manner and time as Collier County taxes. The proceeds therefrom shall be paid to the Port of the Islands Community Improvement District.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the proper public officials so that its purpose and effect may be carried out in accordance with law.

PASSED AND ADOPTED this 16th day of July 2026, by the Board of Supervisors of the Port of the Islands Community Improvement District, Collier County.

Anna-Lise Hansen, Chair

ATTEST:

W. Neil Dorrill, Secretary

Port of the Islands Community Improvement District

Fiscal Year 2027 Budget

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End Variance	2027 Proposed Budget
General Fund					
Revenue					
FEMA Reimbursement	-	79,305	-	-	-
Interest Income	160,000	69,471	138,942	21,058	140,000
Special Assessment - Tax Collector	815,105	657,156	770,000	45,105	815,105
Interest - Tax Collector	500	-	-	500	-
Special Assessment - District Collected	-	-	-	-	-
Special Assessment - Doubtful Collection	-	-	-	-	-
Non Ad Valorem Discount	(45,000)	-	-	(45,000)	(45,000)
Miscellaneous Revenues	-	1,177	2,354	(2,354)	-
Total Revenues	930,605	807,109	911,296	19,309	910,105
Expenses					
Administrative					
Board of Supervisors	6,000	3,000	6,000	-	6,000
Employment Taxes	450	230	460	(10)	450
Processing Fees	500	136	272	228	500
County Property Tax	26,080	9,001	18,002	8,078	10,000
Profserv - Engineering	40,000	14,986	29,972	10,028	40,000
Profserv - Legal Services	25,000	30,285	60,570	(35,570)	40,000
Profserv - Management Consulting Services	51,000	26,874	53,748	(2,748)	52,500
Profserv - Property Appraiser	2,700	16,014	32,028	(29,328)	2,700
Auditing Services	6,600	5,200	10,400	(3,800)	6,600
Rental & Leases	1,000	555	1,110	(110)	1,000
Postage & Freight	500	162	324	176	500
Insurance - General Liability	12,000	12,599	25,198	(13,198)	13,000

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End Variance	2027 Proposed Budget
General Fund					
Insurance - Workers Comp	2,000	-	-	2,000	2,000
Printing & Binding	200	2,000	4,000	(3,800)	500
Legal Advertising	5,000	1,153	2,306	2,694	5,000
Other Contractual Services	15,000	16,395	32,790	(17,790)	20,000
Assessment Administration/Tax Collector Fee	15,000	13,143	26,286	(11,286)	15,000
Misc. District Website	3,600	701	1,402	2,198	3,600
Annual District Filing Fee	175	-	-	175	175
Total Administrative	212,805	152,434	304,868	(92,063)	219,525
Operations & Maintenance					
Contacts - Field Services	6,500	3,658	7,316	(816)	8,000
Electricity - Streetlighting	30,000	17,414	34,828	(4,828)	30,000
R&M - Building	5,000	-	55,000	(50,000)	5,000
R&M - Grounds	25,000	17,734	35,468	(10,468)	27,000
Hurricane	-	-	4,190	(4,190)	-
R&M - Storm Water Drainage	5,000	-	-	5,000	5,000
Total Operations & Maintenance	71,500	38,806	136,802	(65,302)	75,000
Landscape & Irrigation					
Contracts - Landscape	97,000	48,845	97,690	(690)	97,000
Utility - Irrigation	15,000	6,560	13,120	1,880	15,000
R&M - Irrigation	12,000	8,007	16,014	(4,014)	12,000
Total Landscape & Irrigation	124,000	63,412	126,824	(2,824)	124,000
Lakes & Ponds					
Contracts - Lakes	2,000	1,045	2,090	(90)	2,500
Total Lakes & Ponds	2,000	1,045	2,090	(90)	2,500
Roads & Sidewalks					

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End Variance	2027 Proposed Budget
General Fund					
R&M - Signage	300	-	-	300	300
R&M - Roads & Sidewalks	10,000	-	-	10,000	10,000
Total Roads & Sidewalks	10,300	-	-	10,300	10,300
Capital Expenditures & Projects					
Capital Outlay - Landscape	25,000	-	15,000	10,000	25,000
Capital Outlay - Utility Meter Replacement	-	-	-	-	-
Contingency	125,000	-	-	125,000	103,780
Capital Reserve	350,000	-	-	350,000	350,000
Total Capital Expenditures & Projects	500,000	-	15,000	485,000	478,780
TOTAL EXPENDITURES	920,605	255,697	585,584	335,021	910,105
Other Financing Sources (User)					
Use of Fund Balance	-	-	-	-	-
Principle Debt Retirement					
Interest Expense	-	-	-	-	-
Total Other Financing Sources (Uses)					
General Fund - Revenue Over (Under) Ex	10,000	551,412	325,712	(315,712)	-
Summary					
ERU = 1130.11		FY 2026 Assessment	FY 2026 Assessment	FY 2027 Assessment	
		721.26	721.26	721.26	

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers. The document also highlights the need for regular reconciliation of bank statements and the company's records to identify any discrepancies early on.

In addition, the document provides a detailed overview of the accounting cycle, which consists of eight steps: identifying the accounting cycle, journalizing, posting, determining debits and credits, preparing a trial balance, adjusting entries, preparing financial statements, and closing the books. Each step is explained in detail, with examples provided to illustrate the process. The document also discusses the importance of maintaining proper documentation for all transactions, including receipts, invoices, and contracts.

The second part of the document focuses on the preparation of financial statements. It explains how to calculate net income, net loss, and equity, and how to prepare the income statement, balance sheet, and statement of cash flows. The document also discusses the importance of providing a clear and concise explanation of the financial statements to management and other stakeholders.

Finally, the document discusses the importance of maintaining accurate records of all transactions and the need for regular reconciliation of bank statements and the company's records. It also provides a detailed overview of the accounting cycle and the importance of providing a clear and concise explanation of the financial statements to management and other stakeholders.

Port of the Islands Community Improvement District

Fiscal Year 2027 Budget

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End	2027 PROPOSED Budget
Water & Sewer Fund					
Revenues					
Interest Income	50,000	25,145	50,290	(290)	50,100
Water Revenue	625,000	370,305	625,000	-	577,000
Sewer Revenue	675,000	383,740	675,000	-	598,000
Irrigation Fees	210,200	120,127	200,000	10,200	210,200
Meter Fees	3,000	2,400	4,800	(1,800)	3,000
Interest - Tax Collector	600	-	-	600	-
Other Miscellaneous Revenues	5,000	13,913	27,826	(22,826)	5,000
Total Revenues	1,568,800	915,630	1,582,916	(14,116)	1,443,300
Expenditures					
Personal & Administration					
Board of Supervisors	6,000	3,000	6,000	-	6,000
Employment Taxes	400	230	460	(60)	400
Payroll Fees	500	136	272	228	500
ProfServ - Engineering	50,000	24,069	48,138	1,862	50,000
ProfServ - Legal Services	25,000	30,218	60,436	(35,436)	25,000
ProfServ - Management Consulting Service	51,000	26,874	53,748	(2,748)	52,500
ProfServ - Property Appraiser	-	-	-	-	-
Auditing Services	5,100	5,200	5,200	(100)	5,100
Postage & Freight	200	27	54	146	200
Insurance - General Liability	12,000	13,350	13,350	(1,350)	15,000
Printing & Binding	200	-	-	200	200
Legal Advertising	1,200	-	-	1,200	1,200
Special Services	-	582	1,164	(1,164)	-
Utility Printing & Postage	2,500	1,956	3,912	(1,412)	2,500

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End	2027 PROPOSED Budget
Water & Sewer Fund					
Miscellaneous - Bank Charges	32,000	133	266	31,734	-
Assessment Administration	30,000	-	-	30,000	30,000
Office Supplies	700	634	1,268	(568)	700
Telephone - Utility Operations	4,000	1,936	3,872	128	4,000
Total Personal & Administrative	220,800	108,345	198,140	22,660	193,300
Water & Sewer Combined Services					
Miscellaneous - Hurricane	-	4,190	8,380	(8,380)	-
Utility - Electricity	100,000	50,889	101,778	(1,778)	105,000
Contracts - Utility Operations	388,000	175,971	351,942	36,058	398,000
Contracts - Utility Billing	40,000	19,188	38,376	1,624	42,000
Contracts - Generator Maintenance	4,000	-	-	4,000	4,000
R&M - Lift Station	10,000	33,045	66,090	(56,090)	10,000
R&M - Potable Water Lines	12,000	12,920	25,840	(13,840)	12,000
R&M - Water Plant	40,000	79,846	79,846	(39,846)	40,000
R&M - Waste Water Plant	25,000	15,369	30,738	(5,738)	25,000
R&M - Sewer Lines	5,000	78,006	80,000	(75,000)	5,000
R&M - Instrumentation	5,000	4,166	4,166	834	5,000
Miscellaneous - Licenses & Permits	1,000	-	-	1,000	1,000
Compliance Sampling	20,000	6,958	13,916	6,084	20,000
Chemicals - Water Operations	35,000	13,640	27,280	7,720	35,000
Chemicals - Waste Water Operations	28,000	10,166	20,332	7,668	28,000
Sludge Disposal	20,000	17,739	35,478	(15,478)	35,000
Reserves - Water & Sewer System	240,000	-	-	240,000	240,000
Total Water & Sewer Combined Services	973,000	522,093	884,162	88,838	1,005,000
Capital Expenditures & Contingency					
Capital Outlay	250,000	-	-	250,000	125,000
Capital Outlay - Utility Meter Replacement	-	11,585	11,585	(11,585)	-

Office of the District Manager	2026 Adopted Budget	6-Months Actual 3/31/26	2026 Projected Year-End	2026 Budget vs Projected Year-End	2027 PROPOSED Budget
Water & Sewer Fund					
Contingency	125,000	-	-	125,000	120,000
Total Capital Expenditures & Projects	375,000	11,585	11,585	363,415	245,000
TOTAL EXPENDITURES	1,568,800	642,023	1,093,887	474,913	1,443,300
Other Financing Sources (Uses)					
Loan Proceeds	-	-	-	-	-
Total Other Financing Services (Uses)	-	-	-	-	-
Excess - Revenue / Expenditures	-	273,607	489,029	(489,029)	-
SUMMARY					
ERU = 742.22	Assessment 26				Assessment 27
	-				-

**PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT
REGULAR BOARD MEETING**

Board of Supervisors Agenda for July 16, 2026

Agenda

Thursday, July 16, 2026, 9:30 a.m.
Port of the Islands Resort Main Dining Room,
25000 E. Tamiami Trail, Naples, FL 34114

Note: Requests to address the Board on subjects which are not on today's agenda, will be accommodated under "Public Comments".

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 592.9115 at least five calendar days prior to the meeting.

1. Pledge of Allegiance
2. Roll Call/Approval of the Agenda
3. Public Comments
4. Approval of Minutes – June 2026
5. Utility Monthly Report
6. Manager's Report
 - a. Utility Rate Adjustment
 - b. Utility Impact Fee/Methodology Updates
 - c. CID Building Update
 - d. FEMA Award Notification/Contract
 - i. Berquist Invoice Authorization
7. Financials – May 2026
8. Attorney's Report
 - a. CH 2026-169, Laws of Florida; Accepting Certain Forms of Payment
9. Engineer's Report

10. Old Business

11. New Business

12. Supervisors' Request

13. Public Comments

14. Adjourn – Next meeting will be on August 20, 2026, at 9:30 a.m.

1 **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**
2 **NAPLES, FLORIDA**

3 Regular Meeting of the Board of Supervisors
4 June 18, 2026

5 The regular meeting of the Port of the Islands Community Improvement District Board of
6 Supervisors was held on Thursday, June 18, 2026, at 9:30 a.m. at the Orchid Cove
7 Clubhouse, 25005 Peacock Lane, Naples, Florida.

8 **SUPERVISORS PRESENT**

9 Anna-Lise Hansen, Chairman

10 Dan Truckey, Vice Chairman, Via Zoom

11 Russell Kish, Supervisor

12 Kevin Baird, Supervisor

13 Lisa Sager, Supervisor, Via Zoom

14 **ALSO PRESENT**

15 Neil Dorrill, Manager, Dorrill Management Group

16 Billy Sparacio, Manager, Dorrill Management Group

17 Zachary Lombardo, District Counsel

18 Matt Gillispie, Florida Utility Solutions

19 **PLEDGE OF ALLEGIANCE**

20 The pledge of allegiance was recited in unison.

21 **ROLL CALL/APPROVAL OF AGENDA**

22 Three supervisors were present in person, establishing a quorum. Mr. Truckey and Ms.
23 Sager were present via Zoom. The meeting was convened at 9:30 a.m. The meeting
24 was also properly noticed. The notice and affidavit are on file with the District Office at
25 5672 Strand Court, Naples, FL 34110.

1 **The agenda as presented and Ms. Sager and Mr. Truckey's full participation via**
2 **Zoom due to extenuating circumstances was approved on a MOTION by Ms.**
3 **Hansen, a second by Mr. Kish, and all in favor.**

4 **PUBLIC COMMENTS**

5 Steve McNamee - Port of the Islands - complimented the condition and appearance of
6 the community and thanked the Board for adopting the updated rules of decorum. He
7 stated he had continued to follow meetings by Zoom and requested that speakers direct
8 their remarks toward the Board because comments made while turning toward the
9 audience were difficult for remote participants to hear.

10 Alan Zitto - Port of the Islands Marina - followed up on his written inquiry regarding
11 possible purchase of the District-owned parcel at 289 Cays Drive. He asked whether the
12 Board wished to discuss the matter at the present meeting or place it on a future
13 agenda. Mr. Lombardo explained that the Board had not declared the property surplus
14 and first needed to determine whether it wished to retain or dispose of the parcel and, if
15 disposition were considered, the parameters and process for doing so. The Board
16 discussed an invitation-to-negotiate process, an auction, or another public process once
17 the Board determined the intended future of the property.

18 Mr. Lombardo reviewed the history of the parcel and noted that it had previously been
19 associated with a South Florida Water Management District manatee program that was
20 later canceled. He stated that cancellation of that program did not itself require the
21 District to dispose of the property. The first policy question was whether the Board still
22 had a public purpose for retaining the parcel. If the Board decided it did not need the
23 property, it could then define what types of proposals it wished to consider rather than
24 simply treating the parcel as an unrestricted sale to the highest bidder.

25 The Board discussed the possibility of identifying acceptable uses before soliciting
26 offers. Mr. Lombardo compared that approach with the County process for the former
27 north hotel site, where the County could specify desired outcomes and invite private
28 parties to negotiate. He explained that an invitation to negotiate could ask the private
29 sector to propose the highest and best use while preserving Board discretion to reject
30 proposals inconsistent with the community. The Board indicated that it wanted a
31 deliberate process rather than an immediate sale decision.

32 Mr. Dorrill and Mr. Lombardo advised that the South Florida Water Management District
33 had obtained an appraisal in connection with its prior interest in the property and that

1 the appraisal could be requested as a public record. Mr. Zitto asked whether he could
2 independently obtain an appraisal and later submit it to the District. Mr. Lombardo
3 advised that any appraisal submitted to the District would become a public record. The
4 Board agreed to target the matter for the August agenda because the July meeting
5 would include final budget adoption and other significant business. Staff will obtain and
6 circulate the South Florida Water Management District appraisal in advance.

7 Mike Lloyd - 350 Newport Drive - asked why an appraisal concerning District property
8 would not already be posted on the District website if it were a public record. Mr.
9 Lombardo explained that the appraisal had been commissioned by the South Florida
10 Water Management District, not the District, and that not every public record is
11 automatically posted online. Staff reiterated that the District would request and make the
12 appraisal available once received.

13 **APPROVAL OF MINUTES - MAY 2026**

14 Before action on the minutes, Mr. Kish asked about the connection fee executive
15 summary included in the agenda materials and questioned whether portions reflected
16 older methodology. Mr. Dorrill explained that the materials were included as background
17 for the current utility impact fee and methodology process and showed both prior history
18 and the consultant's current recommendations.

19 **The minutes were approved as presented on a MOTION by Mr. Kish, a second by**
20 **Mr. Baird and all in favor.**

21 **UTILITY OPERATIONS SUMMARY - MAY 2026**

22 Mr. Gillispie with Florida Utility Solutions presented the monthly operations report. He
23 reported that operations at the facilities were in accordance with contract and regulatory
24 requirements and that all wastewater treatment and water distribution requirements
25 were met. The reuse pump system was functioning as intended for outgoing pressure at
26 the plant. The backup canal pump station continued to operate with one pump and was
27 not communicating.

28 Mr. Gillispie corrected the month references in the written report and stated that the
29 operating data being presented was for May.

30 The wastewater plant received 4.42 million gallons of wastewater during May and the
31 water plant produced 2.9 million gallons of water. Mr. Gillispie advised that the
32 differential between wastewater and water production remained under review. A meter

1 verification and calibration specialist was expected during June to evaluate the influent
2 flow meter. He explained that qualified specialists in this area were limited and
3 scheduling typically required significant lead time.

4 The reuse distribution system pumped 9.882 million gallons during May. All automatic
5 flushers were tested. Staff read 864 meters and completed four meter rereads. The
6 plants used 895 gallons of chlorine. Florida Utility Solutions completed weekly pump
7 station inspections, odor-control checks, generator and automatic transfer switch load
8 tests, lubrication of pumps and motors as needed, and cleaning and calibration of inline
9 effluent analyzers.

10 A backflow on Stella Maris required repair because of a leak. Two additional backflow
11 leaks were repaired on Peacock Ln and Stella Maris. A backflow on Morningstar Cay
12 had been struck by a vehicle or mower, requiring excavation and reconnection of
13 damaged components. A water leak on Sunrise Cay was traced to a failed gasket at the
14 meter.

15 Mr. Truckey asked how costs were recovered when a backflow was damaged by a
16 vehicle or contractor. Mr. Gillispie explained that Florida Utility Solutions would generally
17 bill the District and the District could pursue the responsible party if identified. He
18 advised that the Morningstar Cay damage appeared consistent with a backing vehicle
19 or mower, but the responsible party had not been identified.

20 Ms. Hansen asked about the leak detection capability of the SCADA system. Mr.
21 Gillispie explained that the current alarm threshold was designed to identify major flow
22 events, with a high-flow alarm occurring above approximately 350 gallons per minute
23 while ordinary system demand could range from approximately 70 to 250 gallons per
24 minute. Small backflow or service leaks would not normally trigger the system. If the
25 pipe was completely broken it would detect the leak.

26 Mr. Gillispie shared that the meter company has an option for a networked meter-
27 reading system with receivers throughout the community that could monitor individual
28 meters in real time and flag sustained high-flow conditions per meter. Mr. Kish asked
29 Mr. Gillispie to find out the cost of that system.

30 He reported no OSHA-recordable accidents or incidents and advised that required
31 safety training had been completed.

1 **The monthly utility report was accepted as presented on a MOTION by Mr. Baird,**
2 **a second by Ms. Hansen, and all in favor.**

3 **MANAGER'S REPORT**

4 **A. Utility Rate Adjustment**

5 Mr. Dorrill reviewed the Board's prior direction to reduce the bimonthly utility base
6 charge by \$56, from \$256 to \$200. He presented an updated comparison of ten major
7 public utility systems in Southwest Florida. Under the proposed reduction, an average
8 bill based on 5,000 gallons of usage would be approximately \$155.75 per month, or
9 approximately \$300 on the District's bimonthly billing cycle. The proposed rate would
10 place the District approximately sixth among the ten systems surveyed. Mr. Dorrill noted
11 that the lower-cost systems were older municipal systems, including Naples, Bonita
12 Springs, and the City of Fort Myers, that had benefited from historic public investment
13 and grant funding.

14 **B. Utility Impact Fee/Methodology Updates**

15 Mr. Dorrill reviewed the proposed utility connection fee, also described as an ERC or
16 impact fee, developed from the consultant's analysis. The proposed total charge is
17 \$15,223.70, consisting of a water connection fee of \$6,084.64, a wastewater connection
18 fee of \$7,483.05, and an irrigation/fire-supply connection fee of \$1,656.01. Mr. Dorrill
19 advised that the water and wastewater components were generally comparable to
20 Collier County charges. Collier County does not impose a comparable residential
21 irrigation connection charge because it generally serves large wholesale irrigation
22 customers rather than individual residential customers.

23 Mr. Dorrill reported continued work with Florida Utility Solutions, the Hotel Condominium
24 Association, and the Marina Condominium Association to reconcile the number of units
25 associated with the large meters serving those properties. The Hotel Condominium has
26 three 2-inch meters, and staff was not yet certain how all portions of the property were
27 historically plumbed. Florida Utility Solutions prepared an aerial showing meter
28 locations, meter serial numbers, and related accounts. A fourth large meter serves the
29 hotel building. Additional inactive or specialized meters include an irrigation meter and a
30 smaller meter associated with the former sales center. A separate 2-inch meter serves
31 the Marina Condominium. Other accounts are generally served by smaller individual
32 meters.

1 Ms. Hansen reported meeting with the engineer to develop a document tying tax folio
2 numbers to meter numbers so the District could evaluate the billing structure from a
3 consistent factual baseline. She stated that the objective was to identify the properties,
4 meters, and units accurately before deciding what rate structure would be fair and
5 equitable.

6 Mr. Kish questioned bills that reflected very large water or wastewater charges and
7 stated that certain invoices appeared inconsistent with actual usage or meter
8 configuration. He cited examples of bills in the tens of thousands of dollars and stated
9 that customers were unlikely to pay amounts they believed were unsupported. Mr.
10 Dorrill explained that the policy adopted by the Board in the prior year was intended to
11 charge the actual number of units served when that number exceeded the standard
12 meter-size equivalency. He noted that, under the consultant's original methodology, a 2-
13 inch meter would generally carry an equivalency of approximately seven units, which
14 the District had already reduced to five base units before the Board adopted a further
15 policy based on actual units served.

16 The Board discussed the purpose of the base charge and the distinction between a
17 meter-equivalency approach and the District policy adopted in the prior year. Mr. Dorrill
18 reiterated that the District had historically subsidized utility operations through
19 assessments and that the base-charge structure was designed to replace that revenue
20 when the assessment subsidy was removed. The current review was intended to
21 preserve required utility revenue while addressing fairness concerns identified by
22 condominium customers.

23 Mr. Dorrill advised that the proposed base-rate reduction had been incorporated into the
24 developing utility budget. The Board discussed the implementation schedule. Mr.
25 Lombardo later clarified that the base-rate reduction could become effective July 1, with
26 formal action occurring in conjunction with the upcoming rate and budget process.

27 The Board discussed the proposed final adoption of the connection fee structure at the
28 July meeting. Mr. Dorrill advised that the developing fiscal year 2027 budget had
29 already been adjusted to reflect the Board's prior direction regarding utility revenues.

30 Mr. Dorrill explained that the practical result could be materially different depending on
31 ownership. A single commercial owner behind a 2-inch meter would ordinarily be
32 charged by meter equivalency, while a condominiumized property with many separately
33 owned units had been charged based on the number of units served because those
34 same owners previously contributed individually through the assessment subsidy. He

1 acknowledged that whether that distinction remained equitable was the policy issue now
2 before the Board.

3 The Board discussed examples involving buildings with multiple condominium units
4 behind a single 2-inch meter. Mr. Dorrill explained that the previous Board action was
5 designed in part to replace revenue that had formerly been collected through the tax bill
6 to subsidize the utility system. Mr. Kish compared District charges with Collier County
7 and City of Naples billing approaches and argued that the District should develop a
8 uniform and defensible system that did not place a disproportionate burden on small
9 condominium units. He stated that Collier County and Naples generally begin with the
10 applicable meter charge and then apply additional unit or usage components rather than
11 multiplying the full District base charge by every small unit. He referenced projected
12 increases at the County, including approximately 4% annual increases for potable water
13 and 9% annual increases for wastewater and reclaimed water over the next three years,
14 and stated that the District should expect consumption charges to require periodic
15 adjustment as well.

16 Mr. Kish stated that he had reviewed Collier County billing and regulatory standards and
17 wanted the District to adopt a clear, uniform structure that could be explained to every
18 customer. He emphasized that the objective was not to avoid necessary utility revenue
19 but to ensure that a small studio unit was not effectively treated the same as a larger
20 residence with materially greater potential water demand unless the methodology
21 supported that result.

22 Ms. Hansen stated that the engineer's factual analysis should be completed first and
23 proposed a separate work session in August, approximately two weeks before the
24 regular meeting, so the Board could review meter configurations, unit counts, folio
25 numbers, and alternative billing methods before considering further policy changes.

26 Mr. Dorrill advised that the District's utility system requires approximately \$1,568,300 in
27 annual revenue and that the Board retains discretion to determine how that revenue is
28 allocated among base charges and consumption charges, provided the resulting
29 structure is lawful and supported. He stated that the Hotel and Marina condominium
30 customers could make payment under protest and reserve a claim for credit, or make a
31 partial payment based on their position while the matter was being reviewed. He had
32 not yet received a final response from either association.

1 **C. CID Building Update**

2 Mr. Dorrill presented a special report on the CID building. Costs incurred to date totaled
3 \$54,924.01. The Board had previously authorized expenditures up to \$62,000. Mr.
4 Dorrill explained that the costs would be credited against lease payments otherwise due
5 during the three-year lease term. Work included the air-conditioning system, roof-related
6 repairs, removal and reinstallation of kitchen cabinetry, plumbing and electrical work,
7 and related repairs and improvements.

8 Mr. Dorrill reported that a resident contacted Collier County regarding permitting
9 requirements and the County issued a stop-work notice while it evaluated the project.
10 The District retained JBE Enterprises, a state-licensed general contractor, to prepare
11 and submit the necessary application and coordinate the process. The contractor fee is
12 \$3,000 and up to an additional \$3,000 for engineering drawings and the completion of
13 the application. The contractor completed dimensioned floor plan drawings and
14 intended to submit the application promptly.

15 Mr. Lombardo is in direct communication with code enforcement and they are fully
16 aware with where the District is in this process. The typical resolution is to get a permit
17 which the District is doing so there should be no significant results from any code
18 enforcement action.

19 **Financials - April 2026**

20 Mr. Dorrill presented the financials as of April 30, 2026. The District had approximately
21 \$5,537,000 in cash on hand. Mr. Dorrill also noted interfund due-to and due-from activity
22 as funds were moved between the general and utility funds. Fixed assets net of
23 depreciation were approximately \$6,900,000, representing the utility system and
24 associated streets, lighting, drainage, and other infrastructure. Total assets were
25 approximately \$12,824,000. Outstanding payables were approximately \$200,000.

26 Mr. Dorrill reported continued strong interest earnings, although he expected the District
27 to finish somewhat below the original annual forecast because interest rates had
28 declined after preparation of the budget. He projected annual interest earnings of
29 approximately \$135,000 to \$140,000 compared with the \$160,000 budget.

30 The District received \$34,343 in non-ad valorem assessments during April. Mr. Dorrill
31 advised that an additional \$98,562 was received in May from delinquent taxes paid
32 before or through the tax certificate sale process. Year-to-date assessments were
33 approximately \$790,000, representing approximately 97% of the anticipated amount

1 and exceeding the normal collection percentage because late fees and interest
2 accompanied delinquent payments.

3 Mr. Dorrill identified the new R&M Buildings line item used to track CID building
4 expenditures. Approximately \$47,000 was charged during April and approximately
5 \$52,000 year to date. Repair and maintenance grounds reflected entrance median and
6 signage work. Utility revenues continued to reflect the bimonthly billing cycle and timing
7 of collections.

8 Mr. Dorrill explained that the first three utility billings of the fiscal year had been issued
9 but that timing differences remained because the District bills bimonthly and in arrears.
10 Some amounts shown as billed were not yet due until the following collection date. He
11 stated that the next reporting cycle would provide a clearer midyear comparison of
12 actual utility receipts against the budget.

13 Mr. Dorrill reported that repair and maintenance of lift stations was over budget because
14 two wastewater lift stations had been rebuilt during the first quarter on the
15 recommendation of Florida Utility Solutions. Approximately \$108,000 had been spent on
16 lift station work. An offsetting budget amendment would be prepared. Despite that item,
17 the utility fund was approximately \$101,000 under budget year to date and the general
18 fund was approximately \$154,000 under budget year to date.

19 **The financials were accepted as presented on a MOTION by Mr. Truckey, a**
20 **second by Mr. Kish, and all in favor.**

21 **ATTORNEY'S REPORT**

22 **A. Prepmac Lawsuit Legal Fees**

23 Mr. Lombardo first reported on the Prepmac matter. The District had completed a
24 hearing regarding entitlement to reimbursement of attorney's fees. The issue had been
25 argued and submitted, and the District was awaiting the magistrate's ruling. Mr.
26 Lombardo advised that the ruling would be reported to the Board when received.

27 **B. Letter from Orchid Cove**

28 Mr. Lombardo next reviewed correspondence from counsel for Orchid Cove demanding
29 written confirmation that the District would continue payments associated with a 2020
30 settlement agreement. He stated that he continued to have significant concerns
31 regarding the validity and enforceability of the 2020 agreement, particularly any
32 interpretation that the District had agreed in perpetuity to provide a disproportionate

1 benefit to a subset of the District without a continuing public purpose. He recommended
2 that the 2011 agreement, 2018 agreement, and 2020 settlement agreement be
3 addressed together through a pre-suit negotiation aimed at establishing a clear,
4 consistent, and lawful replacement arrangement.

5 Mr. Lombardo advised against responding to the demand letter by confirming perpetual
6 performance under the current agreement. He recommended a meeting with an Orchid
7 Cove board representative and its counsel. Mr. Baird volunteered to participate with
8 counsel. The Board discussed the need to inventory and understand street-light
9 ownership, upgraded fixtures, and the level of service provided throughout the
10 community so that any revised arrangement could be fair and defensible.

11 Mr. Lombardo stated that the 2020 document did not contain a clear termination date
12 and that Orchid Cove counsel appeared to interpret it as continuing indefinitely. He
13 distinguished the District's authority to compromise a claim from an agreement to
14 provide a permanent private benefit. His recommendation was to acknowledge the
15 history of the dispute while negotiating a replacement agreement with defined
16 obligations, a supportable public purpose, and terms that could be applied consistently.

17 **On a MOTION by Ms. Hansen with a second by Mr. Truckey with all in favor,**
18 **District Counsel was authorized to pursue a pre-suit meeting with Orchid Cove**
19 **representatives and counsel, with Mr. Baird participating on behalf of the Board.**

20 C. ERC Marina

21 Mr. Lombardo then addressed the Marina utility obligation with the site development
22 plan. He reported that review of County records showed an active building permit
23 associated with changes to the 2020 site plan and the prior utility availability letter.
24 Based on the records reviewed, it was not yet clear whether all improvements requiring
25 additional utility capacity had been completed. Mr. Lombardo recommended notifying
26 Collier County that the applicable utility credits had not been purchased so the County
27 could require documentation or address the open permit as appropriate.

28 It was questioned whether certain work and liveaboard use had already been
29 completed. Mr. Lombardo stated that if improvements were completed without the
30 necessary credits or permits, the District's position and potential damages could
31 change. He recommended first notifying the County of the District's records and then
32 investigating the timing and scope of completed work. The Board directed counsel to
33 proceed with notifying Collier County.

1 **ENGINEER’S REPORT**

2 No report was given.

3 **OLD BUSINESS**

4 Mr. Kish brought up the undeveloped property associated with Orchid Cove. He asked
5 whether the District could acquire County-held parcels or otherwise encourage
6 completion of additional units so that more properties would contribute assessments
7 and community expenses. He stated that approximately eleven undeveloped building
8 positions appeared to remain and questioned whether completion of additional units
9 could broaden the assessment base and increase condominium association revenue.

10 Mr. Dorrill advised that any development would require review of the applicable
11 condominium documents, architectural restrictions, development approvals, and
12 whether utility ERCs had previously been paid. He noted prior interest from a developer
13 in constructing coach-home style units. The Board discussed whether the original
14 construction system or architectural requirements could make redevelopment difficult
15 and whether the association had authority to amend its standards. Staff will continue to
16 evaluate the legal and practical constraints before any recommendation is made.

17 Mr. Dorrill also noted that the consultant had previously considered whether County-
18 held parcels could be assessed while remaining undeveloped. Mr. Weyer was not
19 optimistic about imposing O&M assessments on non-revenue-producing governmental
20 parcels. Mr. Dorrill contrasted that situation with the County-owned marina property,
21 which generates revenue and is assessed. Mr. Kish asked staff to continue exploring
22 acquisition or development alternatives rather than leaving the issue unresolved.

23 The Board also discussed the former north hotel site. Mr. Dorrill reported that the
24 County Commission had not limited the process exclusively to workforce or affordable
25 housing and that the County was developing an invitation-to-negotiate process. The
26 District was waiting for the formal solicitation and schedule. Staff will provide the
27 materials to the Board when released so the Board can decide whether and how to
28 participate.

29 **NEW BUSINESS**

30 No new business was discussed.

1 **SUPERVISORS' REQUEST**

2 **A. Street Signs**

3 Mr. Baird identified several street-sign and pole conditions requiring attention, including
4 faded signage at Stella Maris South and Evening Star Cay and a deteriorated
5 galvanized pole near the entrance to Cays Drive. Ms. Sager also requested inspection
6 of the sign assembly at Sunset Cay because it appeared loose and rattled. Mr. Dorrill
7 directed Mr. Sparacio to obtain the locations from Mr. Baird and coordinate inspection
8 and replacement with the District's sign vendor or another qualified contractor.

9 **B. Grants**

10 Mr. Kish asked about the Florida Utility Solutions bid for the grant-funded water-line
11 project and increased PVC costs. Mr. Dorrill advised that the existing procurement
12 documents did not provide a contractual mechanism for a change order based solely on
13 material inflation. Florida Utility Solutions would need either to perform the work for its
14 bid price or advise the District that it could not proceed, in which case the work could
15 require rebidding. Mr. Truckey stated that recent discussions suggested Florida Utility
16 Solutions still intended to proceed and that additional grant funding might eventually be
17 available to address eligible inflationary costs, although no commitment could yet be
18 made.

19 The Board discussed the status of major grant-funded utility projects. Mr. Truckey
20 reported that the District was waiting for formal FEMA contracts following award notices
21 and had been advised to expect the contracts within approximately 60 to 90 days. The
22 match grant was picked up which covers almost all the expenses that the first grant
23 didn't. Because there are duplicate grants with money being requested from different
24 sources some of the money may be able to be reallocated. If the anticipated \$4 million
25 is received in grants an additional project may be able to be selected. Possible projects
26 include water lines extending toward US 41, the new 10-inch line from the well field, or
27 the rest of the concrete asbestos line.

28 Mr. Kish asked about the water tank. Mr. Truckey confirmed the award notice has been
29 received for it, but they are waiting for the contract. Mr. Dorrill explained that the FEMA
30 funding generally covered approximately 75% of eligible project costs and that the
31 District was also pursuing state or other match funding. They are waiting for the contract
32 to see what the District's out of pocket expenses will exactly be.

1 Mr. Dorrill reported receiving Berquist invoices associated with grant work, including an
2 invoice relating to approximately \$77,000 already received from FEMA and a separate
3 invoice of approximately \$300,000. He stated that he would not process the larger
4 invoice until the District had a clear understanding of grant reimbursements and
5 available funding. Mr. Truckey advised Mr. Dorrill not to pay anything until the money
6 has been received. An agreement was originally signed with them that they would
7 receive 10%. FEMA is going to pay 5%, the other 5% would be the responsibility of the
8 District. Mr. Dorrill mentioned that he also established contact with the finance director
9 for the City of Everglades City, which has extensive FEMA experience, as an additional
10 resource.

11 Mr. Lombardo emphasized the importance of waiting for executed grant agreements
12 and complying strictly with FEMA requirements before proceeding. He described prior
13 experience in which a government completed an emergency project after receiving an
14 award indication but before the final agreement and then faced a lengthy audit and
15 ended up not getting the money. Mr. Truckey said the agreements are coming and a
16 60–90-day timeframe was indicated a 60-90 day when given the award letter.

17 C. Property Tax Legislation

18 The Board discussed potential statewide changes to property taxes and the possible
19 effects on local government services. Mr. Lombardo and Mr. Dorrill explained that the
20 District is funded primarily through non-ad valorem assessments and user fees, so the
21 direct impact on POICID would be limited compared with cities, counties, and fire
22 districts that rely heavily on ad valorem revenue. They discussed potential shifts toward
23 fee-based funding, impacts on non-homesteaded and commercial property, and
24 possible consequences for Ochopee and Greater Naples fire service arrangements.

25 Mr. Lombardo explained that Ochopee remains a legal fire-control entity even though
26 service is provided under contract through Greater Naples. He stated that a major loss
27 of ad valorem revenue could create pressure on that arrangement, particularly if a
28 service provider concluded that contracted funding was inadequate. Mr. Dorrill stated
29 that local governments might respond by moving more services to non-ad-valorem
30 assessments or other fee structures, for example solid-waste services which are
31 already funded.

32 Mr. Dorrill posed the question whether any broad property-tax reduction would simply
33 shift burdens to non-homesteaded, seasonal, commercial, industrial, or agricultural
34 properties. Mr. Dorrill observed that a proposal framed as lowering property taxes could

1 be politically attractive while still creating substantial downstream funding questions. Mr.
2 Lombardo noted that ballot language and related issues were already subject to legal
3 challenge and that the future funding structure remained uncertain.

4 **D. Parcel 13 Redevelopment**

5 Mr. Dorrill noted that the Parcel 13 redevelopment item was a carryover from the prior
6 meeting, when a prospective developer introduced a concept. No new developer
7 presentation was made at this meeting. Mr. Kish asked how the parcel was currently
8 assessed and whether the District could recover additional amounts after the prior
9 development contract failed.

10 Mr. Lombardo explained that the current methodology review could change the parcel's
11 going-forward O&M assessment treatment, including application of the appropriate
12 vacant or undeveloped property methodology. The Board referenced the consultant's
13 proposed property classifications and discussed whether a vacant residential tract
14 should be assessed based on entitled units or a per-acre factor. Mr. Lombardo stated
15 that the final methodology would need to be applied consistently when adopted.

16 Mr. Lombardo stated that the owner had paid the assessments previously imposed, so
17 any revised assessment would generally operate prospectively. Separate damages in
18 the pending litigation could include losses attributable to failure to purchase ERCs or
19 other contractual obligations, and counsel would evaluate those damages within the
20 lawsuit rather than attempting a retroactive assessment outside the adopted
21 methodology. Mr. Truckey asked whether the District could include losses dating from
22 the failure of the prior contract, and Mr. Lombardo confirmed that such issues could be
23 evaluated as litigation damages if supported by the contractual history and evidence.

24 **PUBLIC COMMENTS**

25 Lilliana Manta - Port of the Islands - stated that she was the individual who contacted
26 Collier County to confirm permitting requirements for the CID building project. She
27 referred to County records from 2023 that, in her view, showed prior notice that
28 approvals would be required before a change in use or construction. She questioned
29 why construction activities proceeded before all approvals were secured, why District
30 funds were committed before permitting issues were resolved, and when records
31 responsive to her public records request would be produced. She stated that the project
32 had resulted in a stop-work order and code-enforcement involvement after
33 approximately \$54,000 in District expenditures.

1 Ms. Manta also objected to prior allegations that she had harassed volunteers and
2 stated that she had repeatedly requested identification of the alleged contacts or
3 individuals. She referenced a prior law-enforcement contact involving individuals
4 associated with the building and asked whether any restrictions had been placed on her
5 access to the CID building or whether she would be prevented from entering in the
6 future.

7 Mr. Lombardo responded that, until the District receives a certificate of occupancy, no
8 one should occupy the building other than those performing authorized project work. He
9 stated that the restriction applied to everyone and was not targeted at Ms. Manta. He
10 advised that the District was working through licensed professionals to obtain all
11 required permits and approvals and was not contesting the County's requirements.

12 Mr. Dorrill stated that the public records request had been processed and that the
13 requester had been advised of the estimated nominal cost to review, copy, or scan
14 approximately 1,200 pages of documents. He stated that the District had not yet
15 received payment of the estimated authorized costs. Regarding law enforcement
16 contacts involving private individuals, Mr. Dorrill stated that the District was not a party
17 to those matters.

18 Leo Ramos - Hotel Condominium Association - asked how the base rate assigned to
19 hotel condominium units had been determined and requested the supporting analysis.
20 He stated that a small hotel unit with limited fixtures should not be treated the same as a
21 larger residence with multiple bathrooms, a pool, or other water uses. Mr. Lombardo
22 noted that the rate structure had been publicly workshopped and that the Board was
23 actively reviewing the precise fairness concerns raised. Mr. Dorrill advised that the utility
24 rate analysis had been posted on the District website and was available for review.

25 Cynthia Albergo - Port of the Islands - asked whether the base-rate reduction previously
26 approved by the Board remained in effect or was being reconsidered. Mr. Dorrill advised
27 that the rate reduction would be formally adopted as part of the upcoming rate and
28 budget workshop. Mr. Lombardo clarified that the base-rate reduction was intended to
29 become effective July 1.

30 **ADJOURNMENT**

31 The next meeting will be on July 16, 2026, at 9:30 a.m. **On a MOTION by Ms. Hansen**
32 **and a second by Mr. Baird, with all in favor, the meeting was adjourned at 11 a.m.**



*Florida Utility
Solutions*

PORT OF THE ISLANDS CID

JUNE 2026

MONTHLY PLANT OPERATIONS REPORT

JULY 16TH, 2026 BOARD MEETING



Wastewater Plant

**Received 2.03 million
gallons in June**

Water Plant

**Produced and
distributed 2.65 million
gallons in June**

REUSE

**Distributed 9.23 million
gallons in June**

FLORIDA UTILITY SOLUTIONS

15275 Collier Blvd.
Suite 201-268
Naples, Fl. 34119

239-513-0445

www.floridautilitysolutions.com

Summary

Operations at the facilities throughout the month were in accordance with contract and regulatory requirements.

Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost

Operations

- **Compliance**

All Wastewater Plant requirements were met.

All Water distribution requirements were met.

- **Reuse Pump Station Status:**

Reuse Pump System functioning properly for outgoing pressure at plant.

Station on canal operating on 1 pump and not communicating. Generator does not run.

- **Performance metrics:**

Wastewater Treatment Plant

- 2.034 million gallons of wastewater received in June

Water Treatment

- Produced and distributed 2.652 million gallons in June

Reuse

- Distributed 9.231 million gallons in June

Performance Metrics	Current Month June 2026	Prior Month May 2026
Wastewater treated	2,033,527	4,418,770
Sludge disposed - gallons	0	0
Reuse Water Pumped	9,231,853	9,882,308
Odor Complaints	0	0
Number of line breaks	0	0
Auto Flushers Flushed	9	9
Meters Read	0	0
Meters Re-read	0	0
Consumables	Current Month	Current Month
Chlorine Usage	430	895
Water Usage Complaints	0	0

Maintenance and Repair

Preventive Maintenance

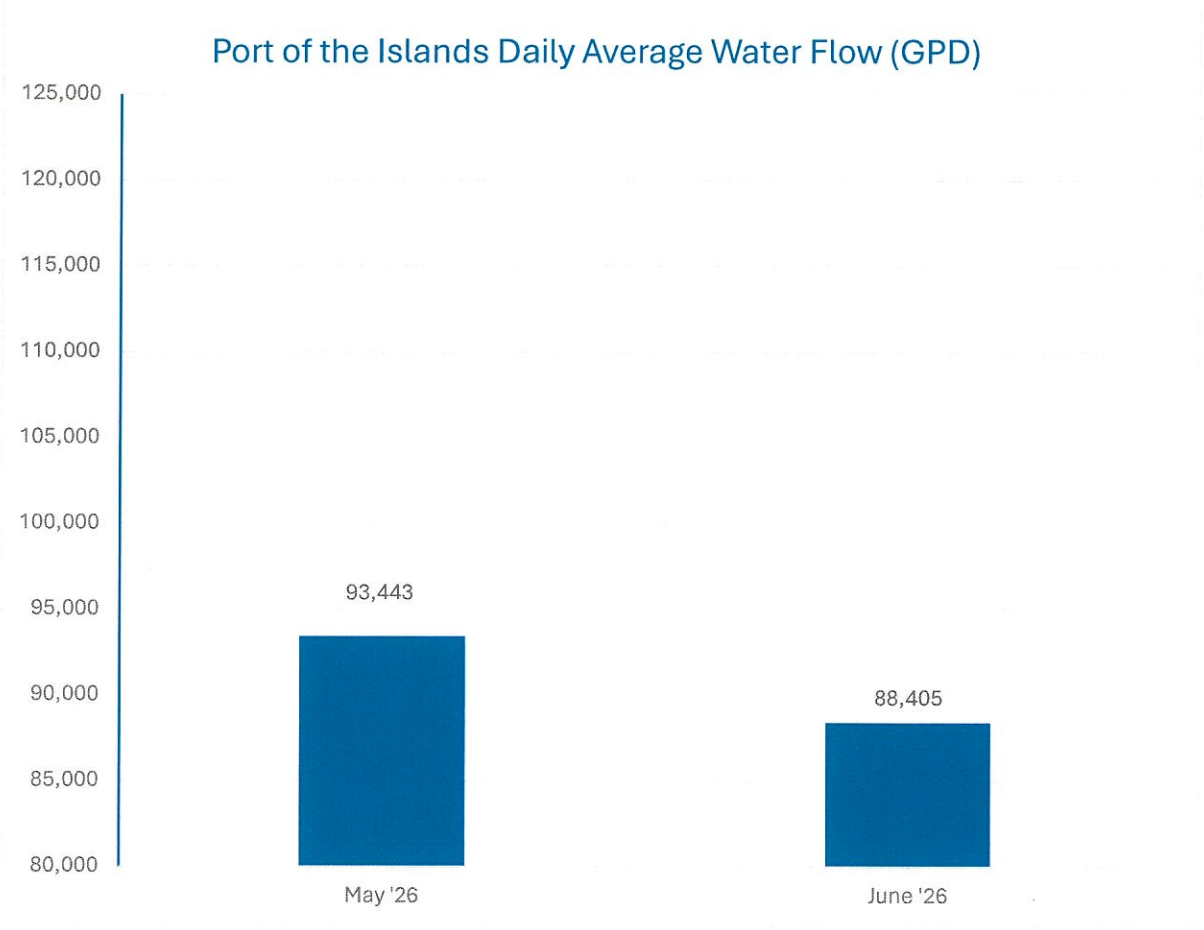
- Performed all weekly pump station inspections.
- Performed weekly odor control check.
- Performed generator and automatic transfer switch load test weekly.
- Greased pumps and motors as necessary
- Cleaned and calibrated inline effluent analyzers

Additional Maintenance

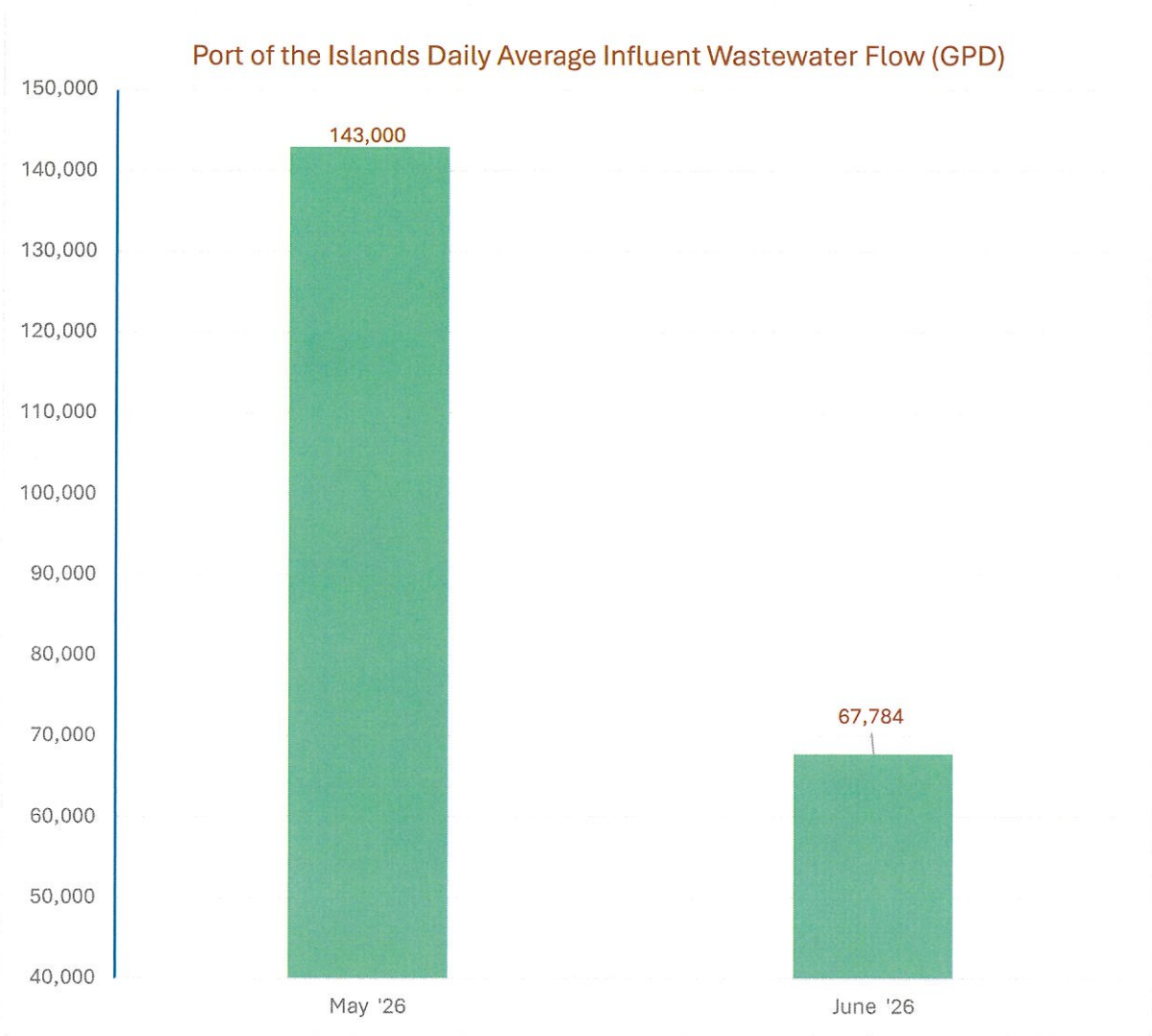
- Replaced RO cartridge filters on Train #2.
- Installed (2) backflow repair kits due to leaks.
- Repaired leaking backflow on Newport Drive.

Health & Safety

- FDEP granted reduced Lead & Copper monitoring due to consistent in-compliance lab results and no action level detections.
- Zero LTIs and OSHA recordable incidents occurred during the month.
- Safety training includes daily tailgate talks concerning daily events–confined space entry, lightning safety, seatbelts, housekeeping, and other safety related concerns.

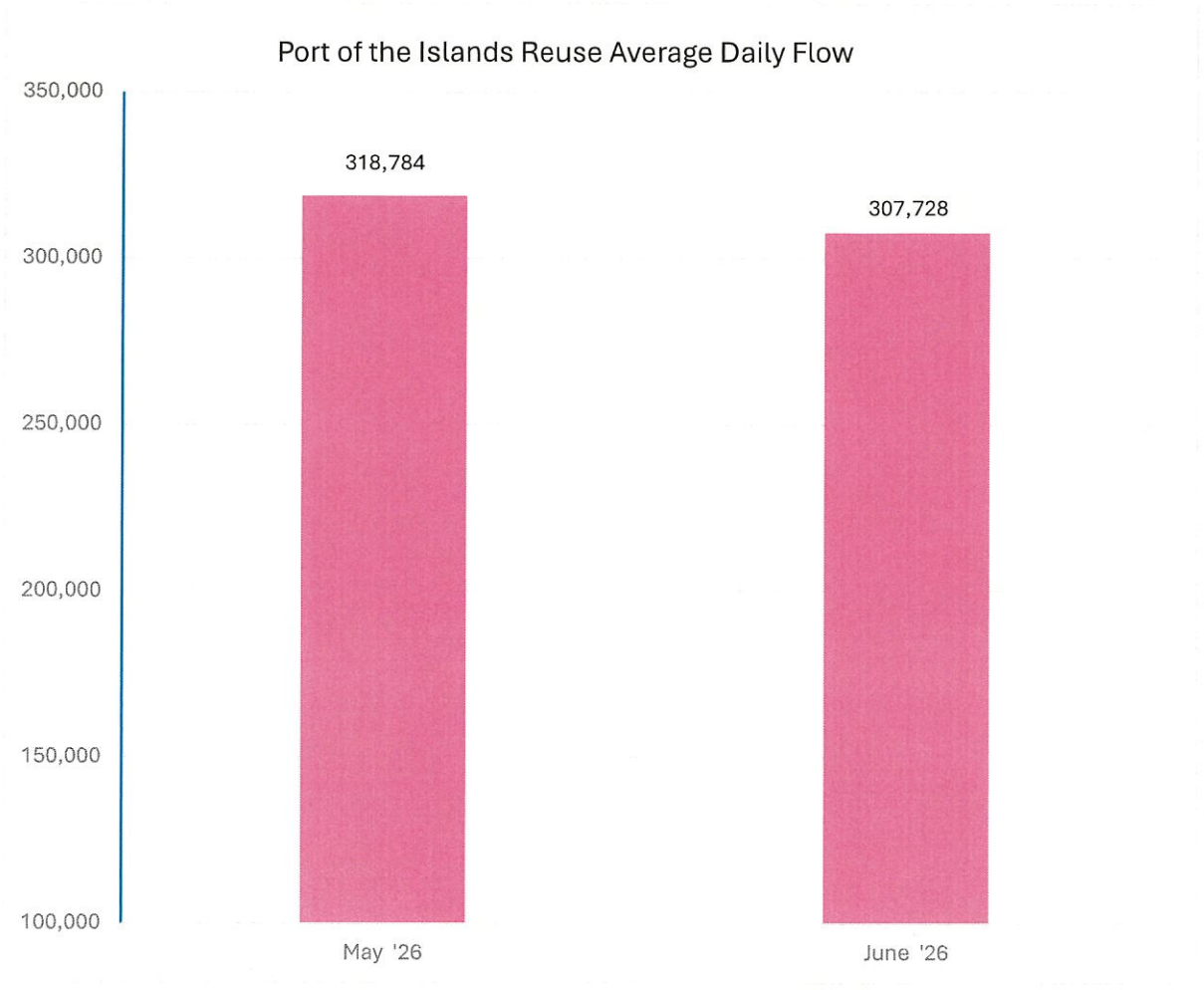


Port of the Islands Drinking Water Monthly Flow Average



Port of the Islands Wastewater Monthly Flow Average

Port of the Islands Reuse Monthly Flow Average



RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS (THE "BOARD") OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") AMENDING SCHEDULE "A" TO THE RULES OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT RELATING TO ITS WATER, WASTEWATER, AND IRRIGATION FEES; WATER AND WASTEWATER CONNECTION CHARGES; UTILITY FEES AND CHARGES [Meter Fees]; WATER AND WASTEWATER INSPECTION FEES AND WATER MANAGEMENT PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 190.035, Florida Statutes authorizes the Board of Supervisors of the Port of the Islands Community Improvement District, hereinafter referred to as the "District," to prescribe, fix, establish and collect rates, fees, rentals or other charges and to revise the same from time to time for the facilities and services provided by the District to include among other things, water treatment and distribution and wastewater collection, treatment and disposal facilities and water management facilities and systems; and

WHEREAS, Section 190.035, Florida Statutes requires the District to conduct a public hearing and to advertise the same for the purpose of hearing comments and objections to the proposed adoption and amendment to the schedules for rates, fees, rentals and charges.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT, COLLIER COUNTY, FLORIDA AS FOLLOWS:

1. Schedule "A" to the Rules of the Port of The Islands Community Improvement District Relative To: WATER and WASTEWATER FEES establishing certain rates, fees and charges, for the District's provision of water, wastewater and

irrigation service are hereby adopted and amended as shown on the attached **Exhibit "1"**, (hereinafter Adopted/Amended Schedule "A").

2. The Adopted/Amended Schedule "A" to the Rules of the District attached as **Exhibit "1"** to this Resolution, shall become effective as of July 1, 2026.
3. This Resolution is adopted on July 16, 2026 at a duly noticed public meeting and hearing of the Board of Supervisors of the Port of The Islands Community Improvement District, which public meeting and hearing was duly and properly noticed as evidenced by the Affidavit of Publication, attached hereto as **Exhibit "2"**.

**PORT OF THE ISLANDS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Its: Chairman

ATTEST:

By: _____
Its: Secretary/Asst. Secretary

SCHEDULE A

**BI-MONTHLY ALTERNATIVE RATES FOR SERVICE –
METER EQUIVALENT BASIS OR ACTUAL UNITS SERVED [1]**

SINGLE FAMILY RESIDENTIAL SERVICE

Base Facility Charge Per Meter:	Water Rates	Wastewater Rates
¾ inch	\$100.00	\$100.00
1 inch	\$164.18	\$100.00
1 ½ inch	\$292.56	\$100.00
2 inch	\$613.52	\$100.00
Consumption Charge – per 1,000 gallons All Metered Potable Water Gallons	\$3.65	\$7.50

MASTER RESIDENTIAL AND COMMERCIAL

Base Facility Charge Per Meter:	Water Rates	Wastewater Rates
¾ inch	\$100.00	\$100.00
1 inch	\$164.18	\$164.18
1 ½ inch	\$292.56	\$292.56
2 inch	\$613.52	\$613.52
3 inch	\$998.65	\$998.65
4 inch	\$1,897.30	\$1,897.30
6 inch	\$3,181.09	\$3,181.09
Consumption Charge – per 1,000 gallons All Metered Potable Water Gallons	\$3.65	\$7.50

[1] For meters larger than 1 inch the base rate may be adjusted to reflect the actual number of units served.

SCHEDULE B
WATER, WASTEWATER, AND IRRIGATION RATES, FEES AND CHARGES

POTABLE WATER

Commodity Rates	\$3.38
<i>per 1,000 gallons</i>	

WASTEWATER

Commodity Rates	\$6.94
<i>per 1,000 gallons <u>[at 75% of potable water usage]</u></i>	

IRRIGATION WATER

Single Family Residential Irrigation Rate

BI-Monthly Consumption Tiers (per 1,000 gallons)

0 to 20,000 gallons	\$1.87
20,001 to 40,000 gallons	\$1.87
40,001 to 60,000 gallons	\$1.87
60,001 to 80,000 gallons	\$1.87
Greater than 80,000 gallons	\$1.87

Multi-Family Residential Irrigation Rate

BI-Monthly Consumption Tiers (per 1,000 gallons)

0 to 12,000 gallons	\$1.87
12,001 to 24,000 gallons	\$1.87
24,001 to 36,000 gallons	\$1.87
36,001 to 48,000 gallons	\$1.87
Greater than 48,000 gallons	\$1.87

HOTEL, COMMERCIAL, AND RV CUSTOMER CLASS IRRIGATION RATE

0 to 12,000 gallons	\$1.87
12,001 to 24,000 gallons	\$1.87
24,001 to 36,000 gallons	\$1.87
36,001 to 48,000 gallons	\$1.87
Greater than 48,000 gallons	\$1.87

**SCHEDULE C
NEW METER INSTALLATION AND CONNECTION FEES**

METER SIZE	WATER	SEWER	WATER BACKFLOW	IRRIGATION
3/4" (<i>single-family detached dwelling</i>)	\$750	\$900	\$500	\$250
3/4" (<i>multi-family dwelling</i>)	\$450	\$550	\$500	\$250
1"	\$1,750	\$1,450	Cost + \$200	Cost + \$200
1 1/2"	\$3,500	\$2,920	Cost + \$200	Cost + \$200
2"	\$6,000	\$5,000	Cost + \$200	Cost + \$200
3"	\$14,000	\$11,700	Cost + \$200	Cost + \$200
4"	\$21,000	\$17,500	Cost + \$200	Cost + \$200
5"	\$21,000	\$17,500	Cost + \$200	Cost + \$200
6"	\$45,000	\$37,900	Cost + \$200	Cost + \$200

METER SIZING TABLE

Demand Range (GPM)	0 to 24	24.1 to 40	40.1 to 80	80.1 to 144	144.1 to 405	405.1 to 800
Meter Size	3/4"	1"	1 1/2"	2"	3"	4"

**SCHEDULE D
PERMIT REVIEW FEES**

Sanitary Sewer Collection Systems

Gravity and Force Mains	\$0.05	per linear foot
Manholes	\$8.00	each
Pump Station and Lift Station Wetwells	\$20.00	each plus
Motor Horsepower		
0 to 5	\$25.00	per pump
5.1 to 14.9	\$50.00	per pump
15.0 to 44.9	\$75.00	per pump
45.0 to 64.9	\$100.00	per pump
65.0 to 124.9	\$125.00	per pump
125.0 to 199.9	\$150.00	per pump
200.0 and Greater	\$200.00	per pump

Water & Irrigation/Fire Distribution Systems

Mains 6" diameter or larger	\$0.03	per linear foot
Mains less than 6" diameter	\$0.01	per linear foot
Fire Hydrants	\$25.00	per hydrant
Minimum Fee	\$250.00	

**SCHEDULE E
MISCELLANEOUS UTILITY FEES AND CHARGES**

Description	Amount
Late Payment Fee	\$50
Meter Re-Read Fee	\$25
Turn-On (new account)	\$25
Turn-On (non-payment)	\$10
Turn-On/Off (existing account - greater than one annually)	\$10
Meter Reinstallation Fee	\$50
Reconnection Fee	\$25
Non-Owner Deposit	\$150
Returned Check Fee (declined payment)	\$50
Meter Tampering Fee	\$50
Replace or Repair Damaged Meter	\$150 + Costs
Special Trip Fee (normal business hours)	\$50
Special Trip Fee (after hours)	\$100
Temporary Meter / Backflow Deposit	\$500 (3/4" or smaller) \$1,000 (greater than 3/4")
Meter Accuracy Testing Fee (field) Refundable if meter is not within standards	\$200
Meter Accuracy Testing Fee (manufacturer) Refundable if meter is not within standards	\$350



PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

2026 CONNECTION FEE STUDY

May 2026

Prepared for:

**Members of the Board of Supervisors,
Port of the Island Community Improvement District**

Prepared on May 21, 2026

PFM Group Consulting LLC
3501 Quadrangle Boulevard, Ste 270
Orlando, FL 32817



EXECUTIVE SUMMARY

Background

Port of the Islands Community Improvement District (“POI CID” or “CID” or “District”) has responsibility for the roads, storm water management, entrance features, mosquito control, and landscape maintenance. In addition, the CID provides all water, sewer, and irrigation utility services to the community and more specifically operates the following facilities: Water Treatment Plant, Wastewater Treatment Plant, and Irrigation/Fire facilities. The District has engaged PFM Group Consulting LLC (PFM) to conduct a connection fee analysis. PFM has prepared this report to document its findings and conclusions. PFM created an Excel-based model with the primary purpose of providing the District with a management tool. This executive summary provides an overview of the study and includes findings and recommendations for connection fees.

Study Overview

This connection fee study focused on achieving the primary objectives of reviewing the existing historic and available data to calculate new water, wastewater, and irrigation/fire connection fees to ensure the remaining planned development within the District pays its proportionate share. The results of the connection fee analysis are provided in Table E1, Table E2 and Table E3.

Table E1. Connection Fee per Equivalent Residential Connection (“ERC”)

Connection Fee (per ERC)	
Water	\$6,084.64
Wastewater	\$7,483.05
Irrigation / Fire	<u>\$1,656.01</u>
Total ERC Connection Fee	\$15,223.70

Source: PFM Group Consulting LLC

Table E2. Connection Fee per Real Estate Development Category ERC

Category	ERC Factor	Water	Wastewater	Irrigation / Fire	Total
Residential SF Units (per unit)	1.00	\$6,084.64	\$7,483.05	\$1,656.01	\$15,223.70
Residential MF Units (per unit)	0.80	\$4,867.71	\$5,986.44	\$1,324.81	\$12,178.96
Hotel Rooms (per rm)	0.60	\$3,650.78	\$4,489.83	\$993.61	\$9,134.22
Recreational Vehicle (per unit)	0.40	\$2,433.86	\$2,993.22	\$662.41	\$6,089.49
Restaurant Seats (per seat)	0.20	\$1,216.93	\$1,496.61	\$331.20	\$3,044.74
Bar/Lounge Seats (per seat)	0.08	\$486.77	\$598.64	\$132.48	\$1,217.89
Marina Slips (per slip)	0.08	\$486.77	\$598.64	\$132.48	\$1,217.89
Dorm Rooms (per rm)	0.20	\$1,216.93	\$1,496.61	\$331.20	\$3,044.74

Source: PFM Group Consulting LLC

Table E3. Summary of Connection Fees Collected and Connection Fees Remaining to be Collected

	ERCs	Water	Wastewater	Irrigation / Fire	Total
Developed (Connections and Fees Paid)	700.50	\$4,262,291	\$5,241,878	\$1,160,038	\$10,664,207
Undeveloped (Connections and Fees Remaining)	<u>332.10</u>	<u>\$2,020,709</u>	<u>\$2,485,122</u>	<u>\$549,962</u>	\$5,055,793
	1032.60	\$6,283,000	\$7,727,000	\$1,710,000	\$15,720,000

Source: PFM Group Consulting LLC

FW: POICID, community center repairs/renovations

From Neil Dorrill <Neil@dmgfl.com>
Date Wed 7/8/2026 1:28 PM
To Office <Office@dmgfl.com>

From: Neil Dorrill
Sent: Wednesday, June 3, 2026 11:31 AM
To: 'William Bodnar' <wbodnars57@outlook.com>
Cc: 'jacunto@comcast.net' <jacunto@comcast.net>; Anna-Lise Hansen <ahansen@poicid.com>
Subject: RE: POICID, community center repairs/renovations

Bill: Thanks, for the reply but that's not the question I asked. I need to see what your services will include and how you would intend to bill us for those services. I need this on file for audit purposes next year. To confirm do you need us to provide a dimensioned floor plan or do you have a separate engineer?

From: William Bodnar <wbodnars57@outlook.com>
Sent: Monday, June 1, 2026 4:51 PM
To: Neil Dorrill <Neil@dmgfl.com>; Susan Waits <jacunto@comcast.net>
Cc: Anna-Lise Hansen <ahansen@poicid.com>; Lombardo Zach <zlombardo@wpl-legal.com>
Subject: Re: POICID, community center repairs/renovations

Neil yes, that recaps are phone call.

I talk to the engineer and the architect this afternoon, explain to them the issue we have going on, the roofer I have all of his information already.

Going to need a floor plan of the existing building to get that worked out and rename rooms to make things less confusing.

Everything we have in front of us is no issues, been down this road before. Neil I also included my office on this email.

Thanks

Sent from my iPhone

On Jun 1, 2026, at 3:47 PM, Neil Dorrill <Neil@dmgfl.com> wrote:

Bill: Confirming our conversation earlier today I am requesting a scope of service and fee proposal for the above reference. It is my understanding that we are not eligible to perform as an "owner builder" due to the current classification of the building as commercial for real estate sales. This will require a use reclassification as part of a permit.

I believe you're familiar with the work that was performed but included the installation of a new air conditioning unit separately permitted), repairs to the southeast corner of the roof, and removal of a wall and cabinetry to create a larger meeting space. In addition, new cabinets, sinks, hot water tank, service lines, and outlets were installed in adjacent areas. Let me know if you have any questions.

JBE Enterprises, Inc.

Invoice

P.O. Box 2190
Marco Island, FL 34146

DATE	INVOICE #
6/5/2026	8337

BILL TO PORT OF THE ISLAND CID c/o 5672 STRAND CT., SUITE 1 NAPLES, FL 34110	LOCATION
--	-----------------

PAID
06/12/2026

	TERMS
	DUE UPON RECEIPT

DESCRIPTION	QUANTITY	RATE	AMOUNT
GENERAL CONTRACT FEE		3,000.00	3,000.00
ENGINEER FEE		3,000.00	3,000.00
ADDITIONAL FEES WILL BE CHARGED AS FOLLOWS: NEW PERMIT FEES AND PERMIT SERVICE ANY FINES			
Total			\$6,000.00

INVOICE

**Berquist Recovery Consulting
LLC**
9600 Two Notch Rd Ste 5
Columbia, SC 29223-1612

jberquist@berquistrecoveryconsultin
g.com
+1 (518) 229-4367
Berquist Recovery Consulting, LLC



Bill to

Port of The Islands Community
Improvement District
5672 Strand Ct #1
Naples, Florida 34110

Invoice details

Invoice no.: 1446
Terms: Net 30
Invoice date: 05/03/2026
Due date: 06/02/2026

#	Product or service	Description	Qty	Rate	Amount
1.	FEMA Consulting Services	4673-330-R FEMA Award Notification \$3,003,360.00	1	\$300,336.00	\$300,336.00

Total **\$300,336.00**

Ways to pay

BANK

Overdue 06/02/2026

[View and pay](#)

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Port of the Islands Community Improvement District
PROJECT #:	4673-330-R
PROJECT TITLE:	Port of the Islands Community Improvement District, Union Road Water Storage, Infrastructure
HMGP CONTRACT #:	H1451
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Dan Truckey Vice Chairman 380 Stella Maris Drive Naples, Florida 34114

Enclosed is your copy of the proposed contract(s)/modification(s) between Port of the Islands Community Improvement District and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
<input type="checkbox"/>	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
<input checked="" type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input checked="" type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)400-8876 or email me at rita.knaff@yagroup.com

Agreement Number: H1451

Project Number: 4673-330-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Port of the Islands Community Improvement District
Sub-Recipient's unique entity identifier (UEI/FEIN):	T1S1PRP5FN83 / 650086035
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	April 30, 2026
Subaward Period of Performance Start and End Date:	April 30, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	\$2,208,721.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$2,302,576.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$2,302,576.00
Federal award project description (see FFATA):	Infrastructure Retrofit
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	rita.knaff@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Port of the Islands Community Improvement District, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Rita Knaff
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-400-8876
Email: rita.knaff@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Dan Truckey
Vice Chairman
380 Stella Maris Drive
Naples, Florida 34114
Telephone: 920-737-1345
Email: dtruckey@poicid.com

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 30, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$2,208,721.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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 THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
 - i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida 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 Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 2,208,721.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to Port of the Islands Community Improvement District raw water wellfield and pipeline, in Naples, Collier County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-330-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Port of the Islands Community Improvement District, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to the district's potable water system, wellfield, generator, and pipeline in Naples, Florida 34114.

The proposed scope of work shall provide protection to the existing supply of potable water against flooding and severe weather events by elevating and hardening three (3) wellheads, elevating and hardening the existing generator and electrical control panels above the 500-year flood elevation, upgrading the existing raw water pipeline and the piping for the three (3) wellheads, and adding a new 250,000-gallon storage tank to provide redundancy in both emergency and normal operating conditions. Currently, the top of the three existing well casings range between elevation 6 and 7 feet NAVD 88. The project shall elevate all three wellheads, generator, and control panels to the 500-year flood elevation of approximately 13.0 feet NAVD 88. Hardening activities for the wells and their instrumentation include raising all equipment, adding stairs and platform in front of the equipment rack, relocating RTU panel and motor starter panel from rear to front of mounting rack, upgrading damaged surge protection devices, installing a new flowmeter, relocating, elevating, or redesigning the existing equipment, and re-terminate existing control devices. The project shall upgrade the existing 8-inch asbestos cement raw water pipeline to an approximately 10-inch HDPE directional drill pipeline to account for increased pipe material thickness and improve the individual piping for all wellheads. During severe weather events, the well fields, the wellhead backup generator, and the raw water pipeline are susceptible to capacity reduction due to power outages and flooding. During Hurricane Ian, the access road to the wells was overtopped approximately two to three feet causing the wellheads to be under water and reached the bottom of several electrical control panels. As a result of washouts on the road, the AC pipeline was compromised and experienced some leakage. The existing water treatment facility is 460,000 gallons per day reverse osmosis treatment facility and it receives raw water from the district's wellfield. Following treatment, the finished water is transferred to an existing potable water storage tank with a storage capacity of 120,000 gallons. Project shall ensure the continuous operation and reliability of the water supply and minimize the potential loss of raw water to the existing water treatment facility.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Water Pipeline (start)	(25.971205, -81.506071)
2)	Water Pipeline (end)	(25.978585, -81.481708)
3)	Potable Water Tank	(25.971217, -81.506120)
4)	Generator	(25.978621, -81.482448)
5)	Well #1	(25.978563, -81.484134)
6)	Well #2	(25.978620, -81.481131)
7)	Well #3	(25.978459, -81.488571)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein,

the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.
 - d) Certified Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - f) Verification letter or documentation showing the generators, pump storage tank, and electrical components are protected to the 500-year (0.2% annual chance) flood elevation.
 - g) Verification letter showing that construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection and implementing measures to improve the existing potable water system, wellfield, generator, and pipeline, located in Naples, Florida 34114.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generators, pump storage tank, and electrical components are supporting a critical action and must be protected to the 500-year (0.2 annual chance) flood elevation. The Sub-Recipient must submit documentation to the Division and FEMA documenting compliance with this condition.
- 5) Construction activities, staging activities, and storage shall not be located or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 7) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 9) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.
- 10) Special Conditions required for the implementation of project:
 - a) **EO 11988 CONDITION:** The generators, pump, storage tank, and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
 - b) **EO 11990 CONDITION:** Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11990 – Wetlands **Monitoring Required: No**
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-330-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on April 30, 2026; and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	1	Month
Construction / Installation:	12	Months
Local Inspections / Compliance:	1	Month
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	25	Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$2,437,800.00	\$1,828,350.00	\$609,450.00
Labor:	\$65,000.00	\$48,750.00	\$16,250.00
Fees:	\$375,420.00	\$281,565.00	\$93,855.00
Initial Agreement Amount:	\$2,878,220.00	\$2,158,665.00	\$719,555.00
***Contingency Funds:	\$125,140.00	\$93,855.00	\$31,285.00
Project Total:	\$3,003,360.00	\$2,252,520.00	\$750,840.00
****SRMC			
SRMC:	\$50,056.00	\$50,056.00	
SRMC Total:	\$50,056.00	\$50,056.00	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$125,140.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request**

should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$50,056.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$2,252,520.00	(75.00%)
Non-Federal Share:	\$750,840.00	(25.00%)
Total Project Cost:	\$3,003,360.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$50,056.00	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Port of the Islands Community Improvement District

REMIT ADDRESS: 5672 Strand Court, Suite 1

CITY: Naples STATE: Florida ZIP CODE: 34114

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4673-330-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1451

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL: \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT: \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Port of the Islands Community Improvement District PAYMENT #: _____
 PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4673-330-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1451

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> ___% <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Port of the Islands Community Improvement District PROJECT #: 4673-330-R
 PROJECT TYPE: Infrastructure Retrofit CONTRACT #: H1451
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%
 Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By:
Signature

Name and Title

Street Address

City, State, Zip

Date

**Port of the Islands Community
Improvement District**

Sub-Recipient's Name
H1451

DEM Contract Number
4673-330-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-330-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 2,208,721.00
OBLIGATION/ACTION DATE: April 30, 2026
SUBAWARD DATE (if applicable): _____

UEID/SAM#: T1S1PRP5FN83

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to the district's potable water system, wellfield, generator, and pipeline in Naples, Florida 34114.

The proposed scope of work shall provide protection to the existing supply of potable water against flooding and severe weather events by elevating and hardening three (3) wellheads, elevating and hardening the existing generator and electrical control panels above the 500-year flood elevation, upgrading the existing raw water pipeline and the piping for the three (3) wellheads, and adding a new 250,000-gallon storage tank to provide redundancy in both emergency and normal operating conditions. Currently, the top of the three existing well casings range between elevation 6 and 7 feet NAVD 88. The project shall elevate all three wellheads, generator, and control panels to the 500-year flood elevation of approximately 13.0 feet NAVD 88. Hardening activities for the wells and their instrumentation include raising all equipment, adding stairs and platform in front of the equipment rack, relocating RTU panel and motor starter panel from rear to front of mounting rack, upgrading damaged surge protection devices, installing a new flowmeter, relocating, elevating, or redesigning the existing equipment, and re-terminate existing control devices. The project shall upgrade the existing 8-inch asbestos cement raw water pipeline to an approximately 10-inch HDPE directional drill pipeline to account for increased pipe material thickness and improve the individual piping for all wellheads. During severe weather events, the well fields, the wellhead backup generator, and the raw water pipeline are susceptible to capacity reduction due to power outages and flooding. During Hurricane Ian, the access road to the wells was overtopped approximately two to three feet causing the wellheads to be under water and reached the bottom of several electrical control panels. As a result of washouts on the road, the AC pipeline was compromised and experienced some leakage. The existing water treatment facility is 460,000 gallons per day reverse osmosis treatment facility and it receives raw water from the district's wellfield. Following treatment, the finished water is transferred to an existing potable water storage tank with a storage capacity of 120,000 gallons. Project shall ensure the continuous operation and reliability of the water supply and minimize the potential loss of raw water to the existing water treatment facility.

All project components shall be protected against a 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as

applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Water Pipeline (start)	(25.971205, -81.506071)
2)	Water Pipeline (end)	(25.978585, -81.481708)
3)	Potable Water Tank	(25.971217, -81.506120)
4)	Generator	(25.978621, -81.482448)
5)	Well #1	(25.978563, -81.484134)
6)	Well #2	(25.978620, -81.481131)
7)	Well #3	(25.978459, -81.488571)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, 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.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "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.
- "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 state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

Port of the Islands CID

FINANCIAL STATEMENTS

May 31, 2026
(Unaudited)

Prepared by:
Dorrill Management Group Inc
5672 Strand Ct Suite 1
Naples, FL 34110-3343
Phone: 239-592-9115

**Port of the Islands CID
Balance Sheet
As of May 31, 2026**

Assets

	Operating	Water and Sewer	Total
Current Assets			
Checking	\$ 3,620,955.77	\$ 0.00	\$ 3,620,955.77
Checking - Water/Sewer	0.00	1,893,407.73	1,893,407.73
Undeposited Cash (WS)	0.00	40,987.03	40,987.03
Accounts Receivable	0.00	82,406.75	82,406.75
Due To/From 001/202	0.00	(588,140.13)	(588,140.13)
Due To/From 001/202	588,140.13	0.00	588,140.13
Prepaid Items	<u>31,557.00</u>	<u>31,557.00</u>	<u>63,114.00</u>
Total Current Assets	<u>4,240,652.90</u>	<u>1,460,218.38</u>	<u>5,700,871.28</u>
Property and Equipment			
Land	10.00	599,674.85	599,684.85
Irrigation	0.00	7,970,665.43	7,970,665.43
Equipment	0.00	500,979.06	500,979.06
Improvements - W/WS	0.00	7,727,885.60	7,727,885.60
Less Accumulated Depreciation	<u>0.00</u>	<u>(9,882,064.33)</u>	<u>(9,882,064.33)</u>
Net Property and Equipment	<u>10.00</u>	<u>6,917,140.61</u>	<u>6,917,150.61</u>
Total Assets	<u>\$ 4,240,662.90</u>	<u>\$ 8,377,358.99</u>	<u>\$ 12,618,021.89</u>

Liabilities and Fund Balance

	Operating	Water and Sewer	Total
Current Liabilities			
Accounts Payable	\$ 56,747.46	\$ 0.00	\$ 56,747.46
Other Current Liabilities	0.00	18,580.03	18,580.03
Utility Customer Deposits	<u>0.00</u>	<u>15,750.00</u>	<u>15,750.00</u>
Total Current Liabilities	<u>56,747.46</u>	<u>34,330.03</u>	<u>91,077.49</u>
Long-Term Liabilities			
Total Long-Term Liabilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>56,747.46</u>	<u>34,330.03</u>	<u>91,077.49</u>
Fund Balances			
Unreserved Fund Balance	3,719,156.98	8,312,816.15	12,031,973.13
Retained Earnings	<u>464,758.46</u>	<u>30,212.81</u>	<u>494,971.27</u>
Total Fund Balance	<u>4,183,915.44</u>	<u>8,343,028.96</u>	<u>12,526,944.40</u>
Total Liabilities and Fund Balance	<u>\$ 4,240,662.90</u>	<u>\$ 8,377,358.99</u>	<u>\$ 12,618,021.89</u>

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending

May 31, 2026

General Fund

	Current Period		YTD		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget	Budget			
Revenue								
FEMA Reimbursement	0	0	79,305	0	0	79,305	0	0
Interest Income	10,796	13,333	91,366	106,667	106,667	(15,301)	160,000	160,000
Special Assmnts- Tax Collector	11,843	67,925	703,342	543,403	543,403	159,939	815,105	815,105
Interest - Tax Collector	0	42	0	333	333	(333)	500	500
Special Assmnts-Discounst	0	(3,750)	0	(30,000)	(30,000)	30,000	(45,000)	(45,000)
Other Miscellaneous Revenues	0	0	2,214	0	0	2,214	0	0
Total Revenue	22,639	77,550	876,227	620,403	620,403	255,824	930,605	930,605
Expenses								
Administrative								
P/R-Board Of Supervisors	1,100	500	4,500	4,000	4,000	500	6,000	6,000
Employment Taxes	84	38	344	300	300	44	450	450
P/R - Processing Fees	35	42	215	333	333	(118)	500	500
County Property Tax	0	2,173	9,001	17,387	17,387	(8,386)	26,080	26,080
Profserv-Engineering	270	3,333	54,863	26,667	26,667	28,196	40,000	40,000
Profserv-Legal Services	(3,279)	2,083	27,677	16,667	16,667	11,010	25,000	25,000
Profserv-Mgmt Consulting Serv	4,990	4,250	36,343	34,000	34,000	2,343	51,000	51,000
Profserv-Property Appraiser	0	225	16,014	1,800	1,800	14,214	2,700	2,700
Auditing Services	0	550	5,700	4,400	4,400	1,300	6,600	6,600
Rentals & Leases	209	83	974	667	667	307	1,000	1,000
Postage And Freight	0	42	167	333	333	(166)	500	500
Insurance - General Liability	2,520	1,000	15,119	8,000	8,000	7,119	12,000	12,000
Insurance - Worker's Compensation	0	167	2,000	1,333	1,333	667	2,000	2,000
Printing & Binding	0	17	239	133	133	106	200	200
Legal Advertising	427	417	4,475	3,333	3,333	1,142	5,000	5,000
Special Services	1,694	1,250	19,524	10,000	10,000	9,524	15,000	15,000
Misc-Assessmnt Collection Cost	0	0	687	0	0	687	0	0
Tax Collector Fee	237	1,250	13,380	10,000	10,000	3,380	15,000	15,000
Misc-District Website	26	300	783	2,400	2,400	(1,617)	3,600	3,600
Annual District Filing Fee	0	15	0	117	117	(117)	175	175
Total Administrative	8,313	17,735	212,005	141,870	141,870	70,135	212,805	212,805

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending

May 31, 2026

General Fund

	Current Period Actual	Current Period		YTD		Variance	Annual Budget
		Budget	Actual	Budget	Actual		
<u>Operations & Maintenance</u>							
Contracts-Field Services	1,035	542	6,370	4,333	2,037	6,500	
Electricity-Streetlighting	0	2,500	20,375	20,000	375	30,000	
R&M-Renewal & Replacement	0	417	0	3,333	(3,333)	5,000	
R&M-Grounds	1,595	2,083	29,052	16,667	12,385	25,000	
R&M-Building	3,098	0	55,185	0	55,185	0	
Misc-Hurricane	0	0	4,190	0	4,190	0	
R&M-Storm Water Drainage	0	417	0	3,333	(3,333)	5,000	
Total Operations & Maintenance	5,728	5,959	115,172	47,666	67,506	71,500	
<u>Landscape & Irrigation</u>							
Contracts-Landscape	8,261	8,083	65,367	64,667	700	97,000	
Utility-Irrigation	0	1,250	6,560	10,000	(3,440)	15,000	
R&M-Irrigation	284	1,000	10,646	8,000	2,646	12,000	
Total Landscape & Irrigation	8,545	10,333	82,573	82,667	-94	124,000	
<u>Lakes & Ponds</u>							
Contracts-Lakes	225	167	1,720	1,333	387	2,000	
Total Lakes & Ponds	225	167	1,720	1,333	387	2,000	
<u>Roads & Sidewalks</u>							
R&M-Signage	0	25	0	200	(200)	300	
R&M-Roads & Alleyways	0	833	0	6,667	(6,667)	10,000	
Total Roads & Sidewalks		858		6,867	-6,867	10,300	
<u>Mosquito Control</u>							
Contracts-Mosquito Spray	0	833	0	6,667	(6,667)	10,000	
Total Mosquito Control		833		6,667	-6,667	10,000	

Port of the Islands CID
Statement of Revenues & Expenses - OPERATIONS & MAINTENANCE
For the Period Ending

May 31, 2026

General Fund

	Current Period		YTD		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget	Actual	Budget		
Capital Expenditures & Projects								
Capital Outlay - Landscape	0	2,083	0	16,667	(16,667)		25,000	
Contingency	0	10,417	0	83,333	(83,333)		125,000	
Capital Reserve	0	29,167	0	233,333	(233,333)		350,000	
Total Capital Expenditures & Projects		41,667		333,333	-333,333		500,000	
Total Expenditures	22,811	77,552	411,470	620,403	(208,933)		930,605	

Other Financing Sources (Uses)

Other Sources

Other Financing Sources (Uses)

Other Sources

Other Uses

Revenue (Over) Under Expenses \$	(172) \$	(2) \$	464,757 \$	0 \$	464,757 \$	0
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Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

May 31, 2026

Water/Sewer

	Current Period		YTD		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget	Budget			
Revenue								
Interest Income	5,294 \$	4,167 \$	35,034 \$	33,333 \$	33,333 \$	1,701 \$	50,000	
Water Revenue	542	52,083	364,773	416,667	416,667	(51,894)	625,000	
Sewer Revenue	565	56,250	375,696	450,000	450,000	(74,304)	675,000	
Irrigation Fees	41	17,517	118,841	140,133	140,133	(21,292)	210,200	
Meter Fees	0	250	2,400	2,000	2,000	400	3,000	
Interest - Tax Collector	0	50	0	400	400	(400)	600	
Other Miscellaneous Revenues	2,475	417	19,083	3,333	3,333	15,750	5,000	
Total Revenue	8,917	130,734	915,827	1,045,866	1,045,866	(130,039)	1,568,800	
Expenses								
Administrative								
P/R-Board Of Supervisors	1,100	500	4,500	4,000	4,000	500	6,000	
Employment Taxes	84	33	344	267	267	77	400	
P/R - Processing Fees	35	42	215	333	333	(118)	500	
Profserv-Engineering	0	4,167	27,294	33,333	33,333	(6,039)	50,000	
Profserv-Legal Services	(3,279)	2,083	30,412	16,667	16,667	13,745	25,000	
Profserv-Mgmt Consulting Serv	4,990	4,250	36,343	34,000	34,000	2,343	51,000	
Auditing Services	0	425	5,200	3,400	3,400	1,800	5,100	
Postage And Freight	0	17	27	133	133	(106)	200	
Insurance - General Liability	2,520	1,000	15,870	8,000	8,000	7,870	12,000	
Printing & Binding	0	17	0	133	133	(133)	200	
Legal Advertising	0	100	0	800	800	(800)	1,200	
Special Services	220	0	922	0	0	922	0	
Utility Billing Postage & Supplies	116	208	2,918	1,667	1,667	1,251	2,500	
Miscellaneous - Bank Charges	0	2,667	133	21,333	21,333	(21,200)	32,000	
Assessment Administration	0	2,500	0	20,000	20,000	(20,000)	30,000	
Office Supplies	901	58	1,663	467	467	1,196	700	
Telephone - Utility Operations	322	333	2,579	2,667	2,667	(88)	4,000	
Total Administrative	7,009	18,400	128,420	147,200	147,200	-18,780	220,800	

Port of the Islands CID
Statement of Revenues & Expenses
For the Period Ending

May 31, 2026

Water/Sewer

	Current Period		YTD		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget	Budget			
<u>Water-Sewer Comb Services</u>								
Misc-Hurricane	0	0	4,190	0	0	4,190	0	0
Utility - Electricity	0	8,333	60,577	66,667	66,667	(6,090)	100,000	100,000
Contracts-Utility Operations	29,329	32,333	234,628	258,667	258,667	(24,039)	388,000	388,000
Contracts-Utility Billing	4,075	3,333	27,752	26,667	26,667	1,085	40,000	40,000
Contracts-Generator Maint	0	333	0	2,667	2,667	(2,667)	4,000	4,000
R&M-Lift Station	585	833	109,240	6,667	6,667	102,573	10,000	10,000
R&M-Potable Water Lines	1,219	1,000	26,658	8,000	8,000	18,658	12,000	12,000
R&M-Water Plant	0	3,333	79,846	26,667	26,667	53,179	40,000	40,000
R&M-Waste Water Plant	0	2,083	15,369	16,667	16,667	(1,298)	25,000	25,000
R&M-Sewer Lines	510	417	78,516	3,333	3,333	75,183	5,000	5,000
R&M-Instrumentation	20,167	417	24,333	3,333	3,333	21,000	5,000	5,000
Misc-Licenses & Permits	0	83	0	667	667	(667)	1,000	1,000
Compliance Sampling	1,392	1,667	9,742	13,333	13,333	(3,591)	20,000	20,000
Chemicals-Water Operations	5,720	2,917	20,716	23,333	23,333	(2,617)	35,000	35,000
Chemicals-Wastewater Operations	2,368	2,333	14,489	18,667	18,667	(4,178)	28,000	28,000
Sludge Disposal	0	1,667	23,012	13,333	13,333	9,679	20,000	20,000
Reserves - Water & Sewer System	0	20,000	0	160,000	160,000	(160,000)	240,000	240,000
Total Water-Sewer Comb Services	65,365	81,082	729,068	648,668	648,668	80,400	973,000	973,000
<u>Capital Expenditures & Projects</u>								
Capital Outlay	0	20,833	16,541	166,667	166,667	(150,126)	250,000	250,000
Capital Outlay-WWTP	0	0	11,585	0	0	11,585	0	0
Contingency	0	10,417	0	83,333	83,333	(83,333)	125,000	125,000
Total Capital Expenditures & Projects	0	31,250	28,126	250,000	250,000	-221,874	375,000	375,000
Total Expenditures	72,374	130,732	885,614	1,045,868	1,045,868	(160,254)	1,568,800	1,568,800
Revenue (Over) Under Expenses	\$ (63,457)	\$ 2	\$ 30,213	\$ (2)	\$ (2)	\$ 30,215	\$ 0	\$ 0

FLORIDA HOUSE OF REPRESENTATIVES FINAL BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: [CS/HB 967](#)

TITLE: Electronic Payments Made to Units of Local Governments

SPONSOR(S): Buchanan

COMPANION BILL: [SB 1612](#) (DiCeglie)

LINKED BILLS: None

RELATED BILLS: None

FINAL HOUSE FLOOR ACTION: 110 Y's 0 N's **GOVERNOR'S ACTION:** Approved

SUMMARY

Effect of the Bill:

The bill requires local governments to accept payment by means of credit cards, charge cards, bank debit cards, and electronic funds transfers, except when another form of payment is required by law, and to have a method for accepting such payments online.

Fiscal or Economic Impact:

None.

[JUMP TO](#)

[SUMMARY](#)

[ANALYSIS](#)

[RELEVANT INFORMATION](#)

ANALYSIS

EFFECT OF THE BILL:

The bill requires each unit of local government, including all municipalities, special districts, counties, and county constitutional officers, to accept payment by [the use of credit cards, charge cards, bank debit cards, and electronic funds transfers for financial obligations owed to the local government](#), except when another form of payment is required by law. The bill also requires each local government to have a method for accepting electronic payment online. (Section [1](#))

The bill was approved by the Governor on June 25, 2026, ch. 2026-169, L.O.F., and will become effective on January 1, 2027. (Section [2](#))

RELEVANT INFORMATION

SUBJECT OVERVIEW:

[Electronic Payments to Governments](#)

Current law encourages state agencies, the judicial branch, and local governments to make their goods, services, and information more convenient to the public through the acceptance of electronic payments to the maximum extent practicable when the benefits of accepting the payments outweigh the costs.¹

Municipalities, special districts, counties, and county constitutional officers may accept payment by credit card, charge card, bank debit card, or electronic funds transfer for financial obligations that are owed to the local government.² If an electronic payment is used for taxes, license fees, tuition, fines, civil penalties, court-ordered payments, court costs, or other statutorily prescribed revenues, a local government may add a surcharge to the payment sufficient to cover the service fee charged by the financial institution, vending service company, or credit card company. The local government is responsible for verifying the validity of the method of payment used and whether the person using the card or transfer has sufficient credit to complete the transaction.

¹ [S. 215.332\(1\), F.S.](#)

² [S. 215.332\(5\), F.S.](#)

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DATE: 6/29/2026

Governments across the world have increasingly adopted electronic forms of payment to reduce inefficiencies and security risks associated with paper-based methods of payments.³ Countries such as Sweden and the United Kingdom have nearly eliminated paper checks, while President Trump signed an executive order in March 2025 directing the Secretary of the Treasury to cease issuing paper checks for federal disbursements, including those to other governmental entities, to the extent permitted by law.⁴ The Treasury Department estimates that each paper check costs \$1.05 to process, whereas electronic payments cost just \$0.02 per transaction, resulting in millions in annual savings.⁵

³ Catalis, [Accelerating Digital Payments in Government](#) (last visited Jan. 15, 2026).

⁴ See *id.* and The White House, [Modernizing Payments To and From America's Bank Account \(Mar. 25, 2025\)](#) (last visited Jan. 15, 2026).

⁵ Catalis, [Accelerating Digital Payments in Government](#) (last visited Jan. 15, 2026).