

City of Crystal River



Agenda Packet
for
Regular Council Meeting
Monday, January 14th, 2019
7:00 p.m.



Agenda
Crystal River City Council
Regular Council Meeting
Monday, January 14th, 2019 @ 7:00 p.m.
Council Chamber, City Hall

Joe Meek, Mayor
Ken Brown, Council Seat #1
Cindi Guy, Council Seat #2/ Vice Mayor
Pat Fitzpatrick, Council Seat #3
Robert Holmes, Council Seat #5

Dave Burnell, City Manager
Jennifer Rey, City Attorney
Mia Fink, CMC, City Clerk

NOTICE TO PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Crystal River, City Manager's Office, 123 N.W. Highway 19, Crystal River, Florida, 34428 (352) 795-4216, at least two (2) days before the meeting.

GENERAL MEETING PROCEDURES

1. In consideration of others, we ask that you follow a few basic rules:
 - A. Please turn cell phones off, or place on vibrate. If you must make a call, please step out into the hallway, in order not to interrupt the meeting.
 - B. If you must speak to someone in the audience, please speak softly or go out into the hallway, in order not to interrupt the meeting.
 - C. Personal comments/remarks, directed to Council or the public, are not allowed and are considered out of order.
2. Public comment is allowed two (2) times during the Council meeting:
 - A. **Public Input:**
The general public will be allowed three (3) minutes to speak during the *Public Input* section at the beginning of the meeting. The topic is open.
 - B. **Public Input:**
The general public will be allowed five (5) minutes to speak during the *Public Input* section at the end of the meeting. The topic is open.

1. CALL TO ORDER

- A. Roll Call.....City Clerk Fink
- B. Invocation.....Council member Holmes
- C. Pledge of Allegiance.....Mayor Meek
- D. Recognition of Elected Officials in Attendance.....Mayor Meek

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. School Choice Week Proclamation.....Andrew Campanella, National School Choice Week

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- B. Motion to approve minutes from the Regular City Council meeting held December 10, 2018

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

8. CITY ATTORNEY

- A. City Hall Land Disposition Update
- B. Charter Amendment Options

9. CITY MANAGER

- A. Motion to approve the Bayside Plan for long-term development and investment
- B. Discussion and consensus on items related to the development of a Town Square at South Citrus Avenue and Highway 19
- C. Motion to approve a funding agreement with FDEO in the amount of \$25,000.00 through the Competitive Florida Partnership Funding Program
- D. Motion to approve Three Sisters Springs Center Closures on Non-Season Holidays

10. CITY COUNCIL

- A. Transparency in hiring process (posting government jobs) & Nepotism (practice among those with the power or influence of favoring relatives or friends, especially by giving them jobs)
- B. Evaluate and discuss the Water Patrol cost (wasteful spending) vs. actual efficacy. (What are yearly costs for salary, boat, insurance, fuel, and other items?)
- C. Trolley out to bid to a private vendor

- D. US Flag Code "The flag may be displayed twenty-four hours a day IF properly illuminated during the hours of darkness"
- E. Council discussion on the short term rental ordinance and enforcement
- F. Council discussion o designating Legrone Park as a drone park
- G. Council discussion on Council hosting a staff appreciation day and luncheon
- H. Council discussion on Riverwalk project. BOCC January presentation

11. COMMITTEE REPORTS

- A. Mayor Meek
- B. Council member Fitzpatrick
- C. Council member Brown
- D. Vice Mayor Guy
- E. Council member Holmes

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Meek
- B. Council member Fitzpatrick
- C. Council member Brown
- D. Vice Mayor Guy
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

15. ADJOURNMENT

PROCLAMATION

A Proclamation Commemorating School Choice Week

WHEREAS all children in the City of Crystal River should have access to the highest-quality education possible; and,

WHEREAS the City of Crystal River recognizes the important role that an effective education plays in preparing all students in Crystal River to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of the City of Crystal River; and,

WHEREAS Crystal River is home to a multitude of excellent education options from which parents can choose for their children; and,

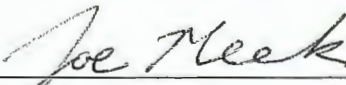
WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;


NOW, THEREFORE, I, Joe Meek, Mayor of the City of Crystal River do hereby recognize January 20-26, 2019 as **CRYSTAL RIVER SCHOOL CHOICE WEEK**, and I call this observance to the attention of all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Crystal River, Florida, this 14th day of January, 2019.



Joe Meek, Mayor

Attest:



Mia Fink, CMC, City Clerk



City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, December 10th, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, December 10th, 2018 @ 7:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Mayor Meek called the meeting to order at 7:06 p.m.

Council Present: Mayor Joe Meek, Vice Mayor Ken Brown, Council member Cindi Guy, Council member Pat Fitzpatrick, Council member Robert Holmes

Council Absent: None

Staff Present: David Burnell, City Manager; Jennifer Rey, City Attorney; Mia Fink, CMC, City Clerk; Jack Dumas, Assistant City Manager, Michelle Russell, Finance Director; Beau Keene, Public Works Director; Special Events Coordinator, Leslie Bollin; Beth Perez, Three Sisters Springs Supervisor

Council member Holmes offered the invocation and Mayor Meek led in the Pledge of Allegiance.

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Council member Holmes; seconded by Council member Fitzpatrick. Motion carried unanimously.

3. PRESENTATIONS

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held November 13, 2018

B. Departmental Monthly Reports for the month of November

C. Motion to approve a special events permit submitted by Citrus County Chamber of Commerce for the Manatee Fest

Background: [Agenda Sheet](#) **Requested Motion: Motion to approve the special event permit, road closure request and waiver of open container submitted by the Citrus County Chamber of Commerce for the 2019 Florida Manatee Festival.**

Summary: The Citrus County Chamber of Commerce has submitted a Special Event Permit application for the 2019 Florida Manatee Festival to be held January 19th & 20th. The following roads will be closed starting Friday, January 19th at 1:00pm; NW 1st Avenue from US Hwy 19 to NW 7th Street; NW 7th Street from NW 2nd Avenue to N Citrus Avenue; and N Citrus from US 19 to Crystal St.; and NW 3rd Street from Citrus Avenue to Kings Bay Park. The festival will begin Saturday at 9:00 am and end on Sunday at 4:00 pm. The permittee is requesting to use City property including; Little Springs Park, City Hall parking lot, Kings Bay Park, and the corner of Highway 19 and Citrus Avenue. All aspects of the permit are the same as in previous years.

Staff Recommendation: Staff recommends approval

End of Agenda Sheet]

D. Motion to re-appoint Keith Raym to Planning Commission Seat No. 3, Charles Kish to Planning Commission Seat No. 4 and Phil Jannarone to Planning Commission Seat No. 7

Background: [Agenda Sheet] **Requested Motion: Motion to re-appoint Keith Raym to Planning Commission Seat No. 3, Charles Kish to Planning Commission Seat No. 4 and Phil Jannarone to Planning Commission Seat No. 7**

Summary: The Crystal River Planning Commission is comprised of seven (7) seats and two (2) alternate seats, with staggered, three-year terms.

Terms for Planning Commission Seat Nos. 3, 4 and 7 ended 09/30/18 and are up for renewal. Staff recommends renewal of terms for Seats No. 3, No. 4 and No. 7.

Planning Commissioner Keith Raym is recommended for re-appointment to Seat No. 3. Planning Commissioner Charles Kish is recommended for re-appointment to Seat No. 4 and Planning Commissioner Phil Jannarone is recommended for re-appointment to Seat No. 7.

Staff Recommendation: Staff recommends approval.

End of Agenda Sheet]

E. Motion to appoint Rocco Foley to Housing and Unsafe Structures Appeals Board Seat No. 5

Background: [Agenda Sheet] **Requested Motion: Motion to appoint William Foley to the Seat No. 5 of the Housing and Unsafe Structures Appeals Board.**

Summary: The Housing and Unsafe Structures Appeals Board membership was established to hear and decide appeals of orders and decisions or determinations made by the building official relative to the application and interpretations of the code. This board convenes on an as needed basis. This Board consists of five (5) seats, with members who are qualified by experience and training to consider matters pertaining to building construction and who are not employees of the jurisdiction. On October 23, 2017 four members were appointed by Council. The initial meeting of this Board was held on November 16, 2017 to elect officers and establish by-laws, which were adopted December 11, 2017 via Resolution No. 18-R-06. There is currently one (1) vacancy remaining on this Board.

The City Clerk's Office received an application from William Rocco Foley, Jr. in November of 2018. Staff has reviewed the application and found that Mr. Foley is eligible to serve on the Housing and Unsafe Structures Appeals Board.

A new roster of the proposed membership has been attached for reference.

Staff Recommendation: Approval of motion as recommended.

End of Agenda Sheet]

A. Update regarding use of synthetic weed control substances in parks

Background: [Agenda Sheet] **Requested Motion: Discussion only --- Staff would like to address a citizen's concerns regarding the use of synthetic weed control substances at city parks.**

Summary: A local resident recently met with the City Manager to express concerns about the use of synthetic weed-killers at city parks as it pertains to potential adverse health and environmental effects.

Staff was asked to investigate the matter and a cursory internet search revealed that a significant debate regarding the safety of commercial herbicides is being waged on a world-wide scale. Although the active ingredient (Glyphosate) used in the majority of commercial weed-killers is touted as safe by the

manufacturers and has garnered EPA approval, a segment of the scientific community is dubious. In addition to Glyphosate, concerns have also arisen about other unnamed chemicals which are collectively grouped under "Other Ingredients" on warning labels.

In 2017, California became the first state in the nation to issue a warning on glyphosate by adding the chemical to the state's Proposition 65 list of chemicals known to cause cancer. Numerous cities, counties, and nations have either banned or placed restrictions on the use of Glyphosate in recent years.

With paramount importance given to public and employee health and safety, DPW proposes to err on the side of caution by discontinuing the use of herbicides containing Glyphosate on all public park grassy areas, playgrounds, and beaches.

Recognizing that weed-eating and/or hand weeding is more labor intensive --- and DPW crews are already taxed --- the level of weed control may be sacrificed. Our hope is that the new DPW seasonal worker approved for this fiscal year will be able to absorb the increased burden.

DPW is in the process of testing an organic weed killer (e.g. vinegar, which chemically burns the leaves) to assess viability for use in parks and other public spaces.

Staff continues to value public input and appreciates the citizen who brought this matter to our attention.

Staff Recommendation: N/A

End of Agenda Sheet]

Vice Mayor Brown requested item 5F to be pulled for discussion.

Motion to approve the consent agenda as amended was made by Vice Mayor Brown; seconded by Council member Fitzpatrick.

Discussion was then held regarding item 5F, with City Manager Burnell confirming that use of Round-Up or other synthetic weed control products had been voluntarily discontinued and staff's utilization of natural remedies and removal of weeds by hand.

Vice Mayor Brown amended the original motion by including item 5F for approval under the consent agenda; seconded by Council member Holmes.

Motion carried unanimously.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Derek Donnelly- 1203 SE Kings Bay Drive- Reported on excessive noise from the Port Hotel during the previous weekend and contact made with law enforcement.

Lou Newman- co-listing agent for Crystal River Mall and Millie Bresnahan, Crystal River Mall Manager- Noted work on Council member Guy's political campaign and discussed proposal for city utilization of a vacant portion of Crystal River Mall or city hall facility, either temporary or permanent.

Lynn Marcum- 241 SE Kings Bay Dr.- Expressed safety concerns regarding bridge on Kings Bay Drive, requesting a speed bump.

7. PUBLIC HEARING

8. CITY ATTORNEY

Vice Mayor Brown requested an update on the Longley Property transaction, and Ms. Rey confirmed that each party was working in concurrence on appraiser selection.

Mayor Meek requested a status update on any pending litigation in which the City is involved be provided at the next Council meeting. Ms. Rey offered to meet individually with Council members to provide the information or hold an executive session. He also inquired about Council's role in responding to appeals and Ms. Rey confirmed that the City is not pursuing any litigation only defending against appeals, noting appeals typically being in response to Planning and Development related decisions.

9. CITY MANAGER

A. Fort Island Trail Multi-Purpose Path Project Status

Background: [Agenda Sheet **Requested Motion: None- Fort Island Trail Multi-Purpose Path Project Status**

Summary: Design for Crosstown Path from Three Sister Springs Trail to the Plantation was put on hold to allow time for Citrus County to develop specifications for the entire path from Three Sister Springs Trail to the end of Fort Island Trail.

Kimley-Horn, the firm that conducted the specifications and feasibility study for Citrus County, also developed the first section to the Plantation.

The basic designed is a twelve-foot-wide (12') concrete path. Due to the ground conditions it is a rather complicated design for a multi-use path. It is similar to the Crosstown Trail near Three Sisters Springs Refuge where concrete gravity walls are installed to leave room for stormwater drainage and also requires thirteen hundred linear feet (1300') of handrail. These additional costs for the gravity wall and railing are approximately 50% of the cost.

The path by design does not allow use of golf carts because of its limited width and is consistent with the County's desire to prohibit use of golf carts on the initial or subsequent phases of the path that runs west along Fort Island Trail. The additional cost to make the path sixteen feet (16') wide to allow golf carts would not be cost effective.

If the Council so chooses, there is an option to develop a separate golf cart path on private land beginning at the Plantation Resort and continuing through the adjoining property to Pinwheel Drive and on to Paradise Road. Pinwheel Drive is a County road County approval to allow golf cart use would be required. A total of three separate agreements would be needed to install such path, one with Plantation Resorts, one with a private property owner and one with Citrus County. Costs are not included in the estimate at this time.

At one time Citrus County expressed interest in funding this project.

Staff Recommendation: Finish Design, work with Citrus County, budget funding for 2020
End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and Council discussion was held regarding reconfiguring design, connecting existing paths and utilizing a portion of private property to facilitate the project.

B. Update on Infrastructure Improvements to Three Sister Springs Refuge

Background: [Agenda Sheet] **Information Only: Update on Infrastructure Improvements to Three Sister Springs Refuge**

Summary: The City was awarded an appropriation of \$400,000.00 the Florida Department of Transportation (FDOT) for infrastructure improvements within Three Sisters Springs Refuge. This 100% funded appropriation required no contribution of City funding, outside of costs associated with project management and contractual reporting requirements. FDOT is currently developing the agreement based on the following:

The scope and timing have been drafted in conjunction with USFWS in the Three Sisters Springs Coordination Committee established to move the development of Three Sister Spring Refuge. The primary improvement funded by this project is reconstruction of a portion of the main road, adding drainage and raising the elevation, as needed. The road surface which is currently sand/gravel from the entrance to the springs will be paved. There is also installation of ADA parking with limited general parking; although the majority of visitor access is provided via city-supplied transportation or multimodal means of entry approved by USFWS. The project also includes extension of water and sewer lines to planned restrooms to be completed by USFWS in 2019.

The project goal is to have the improvements complete by 2019-2020 Manatee Season.

Project 443371-1-54-01 will address the following specific items:

1. Roadway improvements: currently the roadway from the entrance to the springs has a drainage issues that requires installation of culverts and raising the section of the road approximately one (1) foot.
2. Development of a loop at the end of the road near the springs to facilitate buses turn around in a defined area.
3. Adding a small parking lot approximately 10 to 12 parking spaces.
4. Adding approximately 7 ADA parking locations.
5. Paving the roadway and parking lot.
6. Extending potable water and sewer to future restroom. (Restrooms to be provided by USFWS)

List of Major Milestones

Timeline

- | | |
|----------------------------|---------------------------------|
| 1. Sign Contract with FDOT | January 14, 2019 |
| 2. Award Design | January 15, 2019 |
| 3. Design | January 15 – March 1, 2019 |
| 4. Bid Construction | March 15, 2019 |
| 5. Award to Contractor | May 15, 2019 |
| 6. Construction | June 1, 2019 – October 15, 2019 |
| 7. Completion | November 1, 2019 |

Staff Recommendation: Continue to move forward with execution of the scope. End of Agenda Sheet]
Council member Fitzpatrick noted discussions held during Three Sisters Coordination Committee meetings, commending efforts of Mr. Burnell.

C. Social Media Policy

Background: [Agenda Sheet] **Requested Motion: Motion to approve the proposed City of Crystal River Social Media Policy.**

Summary: With multiple City staff positions now requiring posting and interacting on the various City social media accounts it is important to set forth a policy with guidelines regarding this form of media.

The proposed social media policy covers the following topics: knowing and following the policy, being respectful, being honest and accurate, posting only appropriate and respectful content, branded social media profiles and content, using social media at work, prohibiting retaliation, contact with the media and political neutrality.

The Policy sets forth acceptable and non-acceptable posting on City and personal social media accounts, use of City logos, photos, flyers and other material that is property of the City of Crystal River.

The policy addresses the need for frequent future changes in social media, as it is rapidly evolving.

Staff Recommendation: Approval of the City Social Media Policy.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item.

Motion to approve the proposed City of Crystal River Social Media Policy was made by Vice Mayor Brown; seconded by Council member Holmes. Motion carried unanimously.

- D. Motion to approve a land swap with Frye One Pete's Pier LLC as detailed in Special Warranty Deeds and survey

Background: [Agenda Sheet Requested Motion: Motion to approve a land swap with Frye One Pete's Pier LLC as detailed in Special Warranty Deeds and survey.

Summary: Pete's Pier is being sold by the previous owners to Frye One Pete's Pier LLC. (Pete's). During the due diligence phase it was determined that a corner of the existing office building is located within the city right-of-way. Pete's contacted the city on resolving this situation so that the final sales transaction can be completed.

In review of the situation city staff has determined that a land swap would be the most effective way to resolve this issue and not impact the right-of-way efficiency or size. The reallocation of right-of-way is only 304 square feet each.

Staff Recommendation: Approval

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item.

Motion to approve a land swap with Frye One Pete's Pier LLC as detailed in Special Warranty Deeds and survey was made by Council member Holmes; seconded by Council member Fitzpatrick. Motion carried unanimously.

- E. Motion to adopt Resolution No. 19-R-04 and approve budget amendment to carry forward FY 2018 budgeted items that were not completed in the FY 2018 budget year

Background: [Agenda Sheet Requested Motion: Motion to adopt Resolution No. 19-R-04 and approve budget amendment to carry forward FY 2018 budgeted items that were not completed in the FY 2018 budget year.

Summary: Each year the Finance Director and Department Heads review all projects which have been encumbered and not completed by the end of the fiscal year. Those items that have had budget allocations approved during the year, but where the project has not been completed as of September 30, 2018 are

reflected on the attached schedule. These items are broken down by Fund and Department for reference purposes.

Staff Recommendation: Approval of the budget carryforward amendment #19-R-04.
End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item.

Motion to adopt Resolution No. 19-R-04 and approve budget amendment to carry forward FY 2018 budgeted items that were not completed in the FY 2018 budget year was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.

10. CITY COUNCIL

A. Motion to Nominate and Elect a Vice Mayor for a one-year Term pursuant to City Council policy manual Section 22

Background: Agenda Sheet **Requested Motion:** **Motion to nominate and elect a Vice Mayor for a one-year term pursuant to the City Council Policy Manual, Section 22.**

Summary: This is an annual event to take place at the first regular meeting of the newly elected Council, and in non-election years, at the first regular Council meeting in December.

The “*Process for Annual Selection of Vice Mayor*”, Section 22 of the City Council Policy Manual, is included for your reference. This section states that: “*Such designation shall be made on the basis of the longest term of consecutive service on Council without having served as Vice Mayor, with that individual to be designated as Vice Mayor.*”

Based on this policy the Vice Mayor designation would go to Council member Guy.

Staff Recommendation:

Based on City Council Policy Manual, staff recommends the nomination of Council member Guy to become the Vice Mayor for 2019, starting at the January meeting. End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and brief discussion was held regarding the wording in the policy.

Motion to nominate and elect a Vice Mayor for a one-year term pursuant to the City Council Policy Manual, Section 22 was made by Council member Fitzpatrick; seconded by Vice Mayor Brown. Motion carried unanimously.

B. Motion to Select and Approve Council member Committee Assignments for 2019

Background: Agenda Sheet **Requested Motion:** **Motion to approve Council member Committee assignments for 2018.**

Summary: Council Members sit on various committees as representatives of the City and/or City Council, and those committee assignments are reviewed each year. A list of the various committees to which Council members are assigned, including descriptions and meeting details, is attached for reference. Also included is a table listing all past and tentative committee and board assignments for both Council members and staff.

Committee assignments are traditionally decided upon among Council members and representation assumed on a voluntary basis. Past and current committee assignments were previously sent to Council members for consideration prior to this meeting due to a number of available assignments.

Staff Recommendation: Continued representation by Council on applicable boards and committees based on member availability. End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and Council discussion was held during which committee assignments were decided upon. (ATTACHMENT A).

Motion to approve Council member Committee Assignments for 2018 as discussed was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried unanimously.

C. Update on Planning and Development Director position

Background: [Agenda Sheet] **Information Only: Update on vacant Planning and Development Services Director position.**

Summary: The City Planning & Development Services Director has been vacant since December 3, 2018. The position has been advertised and remains open. Applications received thus far have yielded one internal candidate and three external candidates appropriate for interviews. Interviews will begin the week of December 9, 2018 and likely continue through the holiday season. It is likely that the position will not be filled until sometime in February.

Staff has also determined that creation of an additional clerical position in this area would serve to fortify the department, improve response times and assist in streamlining the department. Staff will work to balance the City's overall budget to offset the cost of this addition.

Staff is also seeking any policy-related input pertaining to this department.

Staff Recommendation: N/A

End of Agenda Sheet]

Mayor Meek discussed the purpose of the item, noting a desire to provide direction regarding expectations. City Manager Burnell provided a status update on efforts to fill the vacancy, number of candidates, noting certain candidate backgrounds, and plans or interviews. He also confirmed that the position would remain open until staff is closer to selection.

City Manager Burnell provided an update regarding interim coverage of the position and improvements to systems being made within the department including. Mayor Meek discussed expectations for the position, including a customer-friendly approach. Discussion was also held regarding the need for staff additional support, creation of a new position that is anticipated to be budget neutral and challenges related to the position. City Manager Burnell also addressed questions regarding advertisement of the position, confirming posting to a variety of government websites including the Florida League of Cities.

D. Discussion regarding Land Development Code and City Ordinance Processes

Background: [Agenda Sheet] **Requested Motion: Discussion Only- Council Discussion on City Ordinance Process and Enforcement.**

Summary: City Council requests open discussion of the current process in maintenance, development and enforcement of the City Code Ordinances.

Staff Recommendation: Staff will support Council Policy in this matter.

End of Agenda Sheet]

Mayor Meek discussed the need to consider potential code revisions, including an L.D.C. rewrite and streamlining of processes to make certain functions more user-friendly. Mayor Meek also requested staff to provide input to City Manager Burnell identifying areas that create consistent hardships or cumbersome bureaucracy to improve operations.

Council member Brown discussed a recent meeting held with county and city leaders to develop a program to streamline certain Planning and Development-related processes to make systems more user-friendly, noting opposition to weakening of existing codes.

Further discussion was held regarding the need to discuss the future direction of the city and review city code, potentially scheduling workshops. Examples of existing challenges faced by residents and businesses were also discussed. Z

E. Discussion on a Downtown Development Plan to be presented to City Council in January for approval
Background: [Agenda Sheet **Requested Motion: Discussion Only—Council discussion on a Downtown Development Plan to be presented to City Council in January for approval.**

Summary: Consensus is being sought to direct staff to bring forth a modified Bayside Plan that includes a City Hall Concept and site selection. Discussion with Council on selection of the current City Hall Site as the location for the New City Hall, constructing it behind the current location facing NW 7th Street, while reserving the property located at Highway 19 and Citrus Avenue for a Town Square concept tied into the Bayside Plan.

Discussion to include timeline and commencement of starting the Bayside Master Plan, with specific date, if approved; funding sources for the plan and developing costs for completion; prioritization of plan items, breakdown items based on funding availability.

Staff Recommendation: Staff support direction provided by Council.

End of Agenda Sheet]

Mayor Meek discussed proposal to consolidate and modify existing conceptual plans for downtown redevelopment. He presented plan to remove City Hall element from existing plan and replace with “Town Square” concept, as discussed during CRA meeting, including a manatee fountain and gazebo. Consensus was sought for staff to move forward with plan modifications as directed to be brought back for Council approval in January, while concurrently researching any deed restrictions related to the current city hall site.

Consensus was reached to move forward as discussed. Council member Brown noted the importance of determining value of existing city hall property and City Attorney Rey confirmed the status of the warranty deed would be determined following completion of the title search.

11. COMMITTEE REPORTS

A. Mayor Meek

B. Council member Fitzpatrick- Confirmed upcoming MPO meeting scheduled for Wednesday, noting projects including parkway and multi-use paths.

- C. Vice Mayor Brown- Discussed potential changes related to WRWSA representation. He also provided an update on Main Street activities, including a recent Sip'n'Stroll event, pump house restoration project, a mural project and development of a vacant property registry ordinance. He also reported on a new downtown maps being printed and creation of a Bayside Vision video.
- D. Council member Guy
- E. Council member Holmes- Ms. Fink reported Keep Citrus County Beautiful activities including the new FDOT funding contract and school science nights participation.

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Meek- Discussed upcoming projects including town square concept, hiring of a new Planning Director and review of existing operations.
- B. Council member Fitzpatrick- Expressed the need for mural project criteria.
- C. Council member Brown- Proposed Council members write monthly Chronicle op-eds (rotating) and discussed need to consider Charter Review Process and/or Special Election to address Charter House Bill language and residency requirements for city elections. The City Attorney was requested to bring back an overview of each of those processes.

- D. Council member Guy

Discussed the need for Council to review existing codes and consider revisions and inquired about instituting a moratorium on certain city ordinances to relieve certain residents with existing code enforcement cases until review and potential revision to existing code can be completed. Ms. Rey provided clarification regarding Council's ability to suspend active code enforcement cases, noting the previous moratorium on R.V. parking regulations following Hurricane Hermine, noting such actions typically occur due to emergencies.

Mayor Meek further discussed current city litigation and a desire to ensure that Council is in agreement with any litigation the city may pursue and the need to understand existing code before moving forward with revisions.

City Attorney Rey discussed methods to identify problematic areas within the code, offering legal input on existing cases and confirming that all current litigation in which the city is the result of an appeal. The possibility for Council to consider restructuring certain approval processes (Code and/or Planning determinations) was also discussed with Ms. Rey providing clarification regarding the roles of the Planning Commission, Code Enforcement Hearing Officer and staff when it comes to enforcement related determinations and actions. She also noted a recent effort to modify an existing code that resulted in leaving existing code as is.

- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

Tom Gotterup- 6083 W Fairhope Court- Expressed concerns with traffic safety north of the city, describing a recent near-incident.

Phil Jannarone- 1405 SE 5th Avenue- Discussed expense of downtown development, including city hall, and the need to charge such expenses to CRA. He also noted that all L.D.C. ordinances are required to be brought before the planning commission for review and discussed the cost and effort that went into the most recent L.D.C. re-write.

Keith Raym- 1290 NW 19th Court- Inquired about the status of the NW 19th Street sidewalk project, which City Manager Burnell confirmed was on hold while a new Project Manager was being hired.

Jay Chesnicka- 175 NE West Bay Path Dr.- Spoke in favor of the town square concept discussed by Council, noting street closures.

Robert Pitts- Crystal River- Spoke in favor of saving the NW 3rd Avenue Boat ramp and discussed benefits.

Iris Hollis- Crystal River- Expressed safety concerns with the NW 19th Street sidewalk project. City Manager Burnell provided explanation of design, noting challenges created by water main location and narrow R.O.W.s.

Gail Kostelnik- 2021 NW 13th Street- Expressed concerns with the NW 19th Street sidewalk project including safety and expending of city funds on state and county property, expressing opposition to removal of existing sidewalk.

15. ADJOURNMENT

Mayor Meek adjourned the meeting at 9:03 p.m.

ATTACHMENT "A"

2019 Councilmember Committee Assignments

Committee Name	2018 Council Member Assigned	2018 Staff Member Assigned	2019 Council Member Assignment (Considered)
Citrus County Board of Commissioners	Mayor /or designee	Burnell	Meek
Citrus County Community Charitable Foundation	Gudis	NA	Fitzpatrick/Holmes
Citrus County Library Advisory Board	Gudis	NA	Brown/Meek
Crystal River Main Street	Brown	NA	Brown
FL League of Cities	Gudis Brown (Alt.)	NA	Guy/Fitzpatrick
Keep Citrus County Beautiful	Holmes (President)	Fink	Holmes
Metropolitan Planning Organization	Fitzpatrick Holmes (Alt)	Burnell	Fitzpatrick
Springs Coast Steering Committee	Holmes	Burnell	Holmes
Three Sisters Springs Coordination Committee	Fitzpatrick	Burnell	Fitzpatrick
Tourist Development Council	Gudis	Bollin	Guy

Waterfronts Advisory Board	Mayor	Perez/Morris	Brown
Withlacoochee Regional Water Supply Authority (2 Year Term)	Brown	Burnell	Brown

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: January 14, 2019

Agenda Item Number: 9A

Requested Motion: Motion to approve the Bayside Conceptual Plan for long-term development and investment.

Summary: The Bayside Plan and Heritage Plan were developed several years ago with the intent to bring a vision of long-term investment to Crystal River's Downtown. The Bayside Plan over the last several years has been modified overtime to show requested changes and new requirements. Staff believes this is a good time to lock in this living document.

The plan includes a town square, new playground, water park, linear park, rerouting of NE 5th Street, additional dockage at Kings Bay Park, mooring field, and additional multiuse path in various sections.

Staff Recommendation: Approve as a living document that can be changed by Council at appropriate times.

Funding Information:

Project Cost: NA

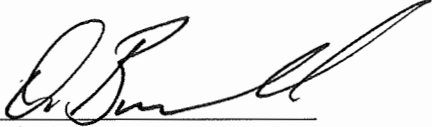
Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Bayside Conceptual Plan

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



MORNING FIELD

LIVING SHORELINE

RIVERWALK PROJECT

RIVERWALK GATEWAY

CHANGERS IMPROVEMENTS

**TOWN SQUARE
OPTIONAL DECORATIVE NOISE WALL
(WELCOME, WATERFALL, IVY, LANDSCAPE)**

**RELINQUISH TRAIL TO EFFECT
SAFE HG-10 CROSSING**

**MARKING MATERIAL FOR
MULTI-USE WALKWAYS**

KINGS BAY PARK

BOAT SLIPS

**MAKE ONE-WAY WITH
MULTI-USE PATH**

**SPLASH POOL AND
CREATIVE PLAYERS**



UPLAND FACILITIES

- Required Upland Facilities:
 - 2000 sq ft minimum office
 - 1000 sq ft minimum retail
 - 5000 sq ft minimum parking
 - 1000 sq ft minimum storage
 - 1000 sq ft minimum maintenance
 - 1000 sq ft minimum landscaping



Proposed Mooring Locations

Kings Bay Park

- Food/bev concessions
- Art gallery/retail space
- Performance space
- Direct parking
- High-end landscaping
- Boat access/moorage
- Tour boat loading/unloading

Future of Kings Bay Park:

- Ease of closure all (or an) events setup = more viable
- Increased public waterfront access
- Rental opportunities for event producer (pre-performance space)
- Placement of seasonal food concessionaire
- More boat access and moorage
- Viewing of "working fishing village" via The Crabplant
- Commercial use for tour boat operators

LEGEND:

	ENHANCED RIVERWALK PATTERN
	8 - 12' WIDE MULTI-USE PATH
	5 - 6' WIDE CONCRETE WALKWAY



**BAYSIDE CONCEPT PLAN
TOWN SQUARE**

Revision: 3/18/2018 1" = 70'

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: January 14, 2019

Agenda Item Number: 9B

Requested Motion: Consensus on items related to the development of a Town Square at South Citrus Avenue and Highway 19.

Summary: City staff is seeking consensus on a number of items related to the development of a Town Square at South Citrus and Highway 19. During the last meeting Council requested staff to bring back the concept as discussed, utilizing the corner property at South Citrus and Highway 19 as a Town Square. In early stages of the project developing a scope or vision of the site is important. Further guidance or direction is required to maximize the use of this corner. The following questions are to assist in scope development.

Should this area be designed as a passive or functional site?

Is there a need to develop sound attenuation for functional activities?

Net gain or loss of parking in this area? Is it one of the primary goals to have parking on this site?

If used for functional activities what do you envision?

What if any permanent structures do you want on the site?

Should the Town Square be lighted for evening hours?

Do restrooms be developed into the Town Square?

Should the wetlands be integrated into the Town Square?

Should the Scow be utilized in the development?

Should the Pump House be integrated into the Town Square?

Staff is looking for guidance on budget for this project and discussion of the funding source.

Staff Recommendation: NA

Funding Information:

Project Cost: NA

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Site Drawing

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**TOWN SQUARE
OPTIONAL DECORATIVE NOISE WALL
(WELCOME, WATERFALL, IVY, LANDSCAPE)**

US-19

BOARDWALKS




THE SPIRIT SCOW

**MAIN STREET
PUMP HOUSE PROJECT
& BOAT BUILDERS**

GAZEBO/FOUNTAIN/STATUARY

CITRUS AVE

LEGEND:

-  ENHANCED PAVER PATTERN
-  8 - 12' WIDE MULTI-USE PATH
-  5 - 6' WIDE CONCRETE WALKWAY



0 50
1 inch = 50 ft.



TOWN SQUARE CONCEPT PLAN

Revision: 9JAN2019 1" = 50'

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: December 10, 2018

Agenda Item Number: 9C

Requested Motion: Motion to approve a funding agreement with the Florida Department of Economic Opportunity in the amount of \$25,000.00 through the Competitive Florida Partnership Funding Program.

Summary: The Florida Department of Economic Opportunity recently approved Competitive Florida Partnership grant funding in the amount of \$25,000.00 for a Waterfront Master Plan. There is no match required. The contract was received in late December for Council approval and execution by the Mayor. The contract and scope of work are attached for reference.

The City requested the grant to assist with development of a long-term strategy to expand access in existing public (or Private) spaces to accommodate commercial activities while preserving the integrity of waterfront neighborhoods. The city has found that the demand in the selected waterfront area is greater than what can be reasonably accommodated by existing facilities. The master plan will identify potential properties that could be acquitted in the future to accommodate additional waterfront access.

Staff Recommendation: Staff recommends approval.

Funding Information:

Project Cost:
Funding Source:
Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**COMPETITIVE FLORIDA PARTNERSHIP
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and *City of Crystal River, Florida* ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2018 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2019 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **twenty-five thousand Dollars (\$25,000.00)** in consideration for Grantee's performance under this

Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S., and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://www.fldfs.com/aadir/direct_deposit_web/Vendors.html. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

- 1. Section 215.971(1), Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from

obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S.. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S.. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO.

Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision,

Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is

excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. **Disclosure of Sponsorship.** As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

5. Grantee shall submit the final invoice for payment to DEO no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes

of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed

herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the

property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S.. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida’s Executive Order 11-116 requires DEO contracts in excess of a nominal value to expressly Grantee to: (1) Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security’s E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee’s agents, contractors or employees, operational fraud or criminal activities to DEO’s Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO’s sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another

governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and

project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Jack Dumas, Assistant City Manager
City of Crystal River
123 Northwest Highway 19
Crystal River, FL 34428
Phone: (352) 795-4216 x305
Fax: (352) 795-6245
JDumas@crystalriverfl.org

DEO's Agreement Manager:

Pam Portwood
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: pam.portwood@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF CRYSTAL RIVER

By _____
Signature
Julie A. Dennis
Director
Title Division of Community Development
Date _____

By _____
Signature
Joe Meek
Title Mayor, City of Crystal River
Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Competitive Florida Partnership grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2221, Chapter 2018-09, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The Grantee has been selected to participate in the Competitive Florida Partnership. The Grantee will complete a review of existing economic development and planning documents, facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets, and draft an action-oriented economic development strategy.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this Section 3 and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement.

A. Deliverable 1. Community Meetings

Grantee shall hold at least three community meetings. At least one of the meetings must be a duly noticed public meeting and at least one of the meetings must be focused on a stakeholder engagement strategy, at which Program activities are discussed and input from the public is sought. Grantee shall ask all stakeholders, including, but not necessarily limited to, elected and public officials, business and economic development leaders, Community Action Agencies, and associated non-profit organizations to participate in all three of the meetings. The Grantee shall then draft a written Community Conversations Report detailing how the public was included in the meeting; the information gathered from the community at all such meetings; and reflections on the unanticipated and most urgent findings expressed during the meetings. The Report shall analyze feedback from the community meeting in terms of:

- Urgency – findings that support the need to act quickly on a topic.
- Newness – findings that project team members found to be new or unusual based upon their and representative's understanding of the community.
- Equity – findings that support a whole-community approach to inclusive development.
- Importance – findings that support policies or projects that will have impact (can be incremental and slow in nature – see Sustainable, next bullet).
- Sustainability – findings that point to emergent policies or projects that can be sustained in the long term, with reference to environment, culture, and population.
- Other factors as explained by the project team.

B. Deliverable 2. Community Asset Inventory & Mapping Exercise

Grantee shall conduct an inventory of its assets, and create a Community Asset Inventory List. Assets include, but are not limited to: individuals; associations and voluntary networks; historical and cultural resources; natural landscapes (including renewable and nonrenewable material resources); financial assets; the built environment, including transportation networks,

communication facilities, utilities, public facilities and commercial buildings; and institutions such as schools, hospitals and government agencies. The Community Asset Inventory List shall provide:

- Complete contact information for each local participant selected to be on the Asset mapping team;
- The name of each asset selected;
- A short (1 paragraph) history or explanation of the asset's importance to the community;
- The physical address of each identified asset (and location at which asset mapping team will meet with the asset mapping representative, if different than the physical address of the asset); and
- The name and phone number of a representative at each identified asset who will meet with the asset mapping teams.

Grantee shall coordinate with DEO to bring a team of DEO experts to travel throughout the community for a day. The team, joined by community representatives, will visit the unique assets identified in the Community Asset Inventory and collect photographs, addresses, and descriptions of these assets. The team and community representatives will then evaluate the assets for opportunities to make improvements or enhancements. Upon completion of the field work, the team and community representatives will discuss their findings with the community to gather critical feedback on suggested improvement projects. After the day of the exercise, the Grantee will then develop a follow up strategy report that names local team members and asset managers, and their plans to pursue projects with federal, state, and local agency experts in accordance with ideas discussed during the DEO-conducted exercise.

C. Deliverable 3. Economic Development Strategy

Grantee shall create a community Economic Development Strategy based on its review of any existing economic development strategies, and the information gathered during the stakeholder engagement and Competitive Florida Partnership activities. Grantee shall ensure its economic development strategy is clearly defined, with actionable projects listed to accomplish explicit goals. The Grantee will use the "15 Ways to Make Florida's Communities More Competitive" list below as a brainstorming guide when creating the economic development strategy.

- Whole community approach to planning and implementation.
- Retain current businesses and support expansion.
- Attract new businesses and industries.
- Build human capital and develop the workforce.
- Encourage innovation and entrepreneurship.
- Preserve sense of place.
- Build community leadership.
- Encourage commercial district revitalization.
- Improve resiliency to disaster.
- Provide quality education.
- Increase the availability of affordable housing for the workforce.
- Promote recreation, culture, history, and the arts.
- Ensure the availability of quality healthcare facilities.
- Promote sustainable building and economic development practices.
- Support neighborhood revitalization.

Grantee’s economic development strategy include, at minimum, the following:

- A clearly defined vision statement or mission statement that demonstrates where Grantee would like to be in the future.
- Goals and measurable objectives that guide Grantee towards the vision statement or mission statement.
- Actionable projects to accomplish the Grantee’s goals and objectives.
- Explanation for how goals, objectives, and actionable projects were prioritized, through the stakeholder engagement and/or strategic planning process.
- Projects to support each of the communities in the county, where applicable.
- A timeline built into the action plan that assigns a date or time period for the completion of each action.
- An organization identified to lead each project.
- A defined process for updating or maintaining the strategy.
- A section that addresses regional partnerships and collaborations with neighboring jurisdictions.
- A section that discusses how the public was involved in the creation of the strategy and documentation of the opportunities for input afforded to the public.

D. Deliverable 4. Project Action Plan & Engagement

Grantee shall develop a Project Action Plan to begin work on two-to-three (2-3) actionable projects identified in the Economic Development Strategy outlined in Deliverable 3. The plan shall include identifying the projects and work needed to complete each project, a tentative schedule for beginning and completing each individual project’s work, and identifying resources available and needed to complete each project. Additionally, project work identified and included in the Project Action Plan can be included as work under the deliverable, subject to the Grantee and written approval from DEO.

4. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p>Deliverable 1.</p> <p>Grantee shall conduct Community Conversations in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date:</p>	<p>Grantee to conduct a minimum of three (3) community meetings</p> <p>Completion of the deliverable as evidenced by submission of the following documentation for each meeting:</p>	<p>\$1,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>April 5, 2019</p>	<ul style="list-style-type: none"> • Agenda • Attendance sign-in sheet • Meeting minutes • One (1) copy of public meeting notice, if applicable • One (1) copy of the Community Conversations Report <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 2.</p> <p>Grantee shall conduct the Community Asset Inventory & Mapping Exercise in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: April 5, 2019</p>	<p>Completion of one (1) Community Asset Inventory List and completion of one (1) Community Asset Mapping Exercise.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> • Asset Inventory List • One (1) written follow-up strategy report <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$1,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Deliverable 3.</p> <p>Grantee shall complete the Economic Development Strategy in</p>	<p>Completion of one (1) Economic Development Strategy</p> <p>Completion of the deliverable as evidenced by submission of the</p>	<p>\$3,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>accordance with Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: May 3, 2019</p>	<p>following:</p> <ul style="list-style-type: none"> One (1) copy of the Economic Development Strategy <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 4.</p> <p>Grantee shall establish the Project Action Plan in accordance with Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: May 3, 2019</p>	<p>Completion of one (1) Project Action Plan</p> <p>Completion of the deliverable as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> One (1) Copy of the Project Action Plan. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$20,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Total Amount Not to Exceed \$25,000</p>			

**** Note regarding transmitted proposed plan amendments:** Providing DEO a copy of the transmitted amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in section 163.3184, F.S. To transmit the proposed amendment to DEO for agency review pursuant to section 163.3184, F.S., please send the proposed amendment package to: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. SUBCONTRACTS. In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph

constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

- A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to section 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
 1. Grantee's name and address;

2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
1. **For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
 - b. Copies of paid invoices submitted to Grantee by the Subcontractor; and
 - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
 2. **For Work Performed by Grantee's Employees:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
 - b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
 - c. Invoices or receipts for other direct costs.
 - d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.
Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work

submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of \$50 a business day up to a maximum of \$500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.
2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 3 or 5 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under Sections 3 or 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part

of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S.. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S.. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

- 15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:
- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than four (4) business days before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
 - B. A request for extension from Grantee's Agreement Manager must state the reason for the extension; and
 - C. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Competitive Florida Partnership Grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated

to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by DEO;
- C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: January 14, 2019

Agenda Item Number: 9D

Requested Motion: Motion to approve Three Sisters Springs Center Closures on Non-Season Holidays

Summary: Three Sisters Springs / Three Sisters Springs Center is open 7-days a week year-round, except for Christmas Day and Thanksgiving Day. Staff is proposing closure on the following City recognized holidays that fall outside of manatee season (Nov.15-March 31); Good Friday (on years it is outside of season), Memorial Day, Independence Day, Labor Day, and Veterans Day. In the off season, Three Sisters Springs Center employs 3 full-time Visitor Experience Specialist (VES), 1 part-time VES, and 3 part-time drivers. On City recognized holidays, part-time employees are paid time-and-a half, full-time employees are paid time-and-a half plus 8 hours of holiday pay for working the holiday. These off-season holidays have low visitor numbers hence the proposal to close on these low visitor holidays.

Staff Recommendation: The closure of Three Sisters Springs Center and land access to the property on city recognized, non-season holidays; Good Friday (on years it is outside of season), Memorial Day, Independence Day, Labor Day, and Veterans Day.

Funding Information:

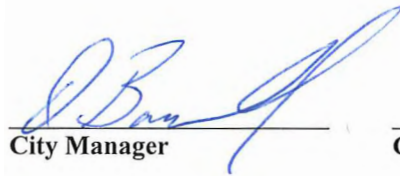
Project Cost: NA

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments:

Spreadsheet

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Visitor Counts and Sales for 2017 & 2018 Off-season Holidays VS Payroll Cost

	Good Friday*		Memorial Day		Independence Day		Labor Day		Veterans Day	
	2018	2017	2018	2017	2018	2017	2018	2017	2018	2017
Visitor Count	21	36	19	45	29	15	33	50	45	83
Sales	\$200	\$255	\$127.50	\$316.50	\$210	\$112.50	\$157.50	\$345.00	\$302.50	\$1,172.50
Payroll Costs	\$607.08	\$607.08	\$471.96	\$471.96	\$471.96	\$471.96	\$471.96	\$471.96	\$471.96	\$471.96

Payroll Costs (FY19)

Full-time Visitor Experience Specialist	2 @ \$205.20 / 8hr shift	Holiday on Fri	\$410.40	Holiday Mon - Thurs	\$410.40
Part-time Visitor Experience Specialist	1 @ \$61.56 /4hr shift		\$61.56		\$61.56
Part-time Driver	1 @ \$135.12 / 8hr shift		\$135.12		
			\$607.08		\$471.96