



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

December 21, 2022
5:30 p.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 2:00 p.m. on December 21, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Consent Agenda:
 - A. Approve the December 7, 2022 Draft City Council Meeting Minutes
 - B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian (Green Sheet No. 22-12-199)

- C. Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 22-12-201)
 - D. Approve contract amendment #4 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Mitigation (CDBG-MIT) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015 (Green Sheet No. 22-12-202)
 - E. Authorize Lee County Interlocal agreement for the expansion of LeeTran Ultra Bus service. (Green Sheet No. 22-12-203)
 - F. Approve resolution accepting one resignation from the Art in Public Places Board, one resignation from the City’s Tree Advisory Board, and one resignation from the Historic Preservation Board. (Green Sheet No. 22-12-205)
 - G. Approve a one-year contract extension with BankUnited for continued banking services. (Green Sheet No. 22-12-198)
 - H. Adopt a Resolution appointing/reappointing members to the Historic Preservation Board, the Art in Public Places Board, the Tree Advisory Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Local Planning Agency, and the Board for Land Use Hearings & Adjustments and Zoning Board of Appeals; and providing for an effective date. (Green Sheet No. 22-12-206)
 - I. Adopt Resolution approving the Selection Committee’s recommendation to engage thirteen qualified firms to provide FEMA Public Assistance Grant Services for the City. (Green Sheet No. 22-12-196)
 - Opportunity for City Council Comments on Consent Agenda
9. Mayor and Council Member Items:
- A. Discussion regarding a potential ordinance to prohibit thru-trucks along the Old 41 Corridor. (Green Sheet No. 22-12-200)
10. Public Hearing:
- A. Second Reading and Public Hearing of the following ordinance: AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2022-2023 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-197)

11. City Attorney's Items:

- A. First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS AUTHORIZING THE LEASE OF A PORTION OF REAL PROPERTY WITHIN LEITNER NEIGHBORHOOD PARK TO CAFÉ OF LIFE; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-210)

12. City Manager's Items:

- A. Discussion of proposals received for RFP 22-12 State Legislative and Executive Branch Lobbying Services and direction to staff. (Green Sheet No. 22-12-204)
- B. Update regarding building permit surplus revenue balance and sunset of temporary fee reduction. (Green Sheet No. 22-12-207)
- C. Appoint City Council Members as liaisons to various Boards and Committees (Green Sheet No. 22-12-209)
- D. Discussion regarding the City's participation in FEMA's Hazard Mitigation Grant Program (HMGP) and the Lee County Joint Local Mitigation Strategy (LMS). (Green Sheet No. 22-12-208)
- E. Update regarding Hurricane Ian recovery

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING MINUTES

December 7, 2022

5:30 p.m.

1. City Council Swearing-in Ceremony for Jamie Bogacz, District 1; Laura Carr, District 3; and Nigel Fullick, District 5

The Honorable Shannon McFee was in attendance to swear in the newly elected Council Members.

2. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:33 P.M.

3. Invocation

Reverend Christopher Mueller, with Legacy Life Church, furnished the invocation.

4. Pledge of Allegiance

Mayor Steinmeyer led in the Pledge of Allegiance.

5. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

6. Approval of Agenda

7. Mayor's Welcome

8. Public Comment on Agenda Items

Kyle Moran welcomed new Council Members and commended the Holiday in the Park event.

Trish Leonard, president of Downtown Business Alliance, also welcomed the new Council Members.

Chris Carmody, with GrayRobinson, introduced himself to City Council and offered to address any questions Council may have on their lobbying services proposal.

Shawn Foster, with Sunrise Consulting Group, also introduced himself to City Council and offered to address any questions Council may have on their lobbying services proposal.

9. Zoning and Land Use Items:

- A. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW A FAST-FOOD RESTAURANT ON A PROPERTY LOCATED WITHIN THE BURKHARDT COMMERCIAL PLANNED DEVELOPMENT (CPD), ON PROPERTY LOCATED WITHIN THE U.S. 41 OVERLAY, PURSUANT TO LDC 4-891; LOCATED AT 24126 SOUTH TAMiami TRAIL, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-192)

City Attorney Derek Rooney placed all witnesses under oath.

Mary Zizzo, Community Development, introduced the case and provided a brief overview of the request for a Special Exception for a drive-thru as the site is located within the U.S. 41 Overlay. Staff and Zoning Board have recommended approval as conditioned in the Staff Report, and the Applicant agrees.

Mayor Steinmeyer motioned approval as conditioned by Staff. Council Member Jesse Purdon seconded the motion.

No public comments were made.

The motion carried unanimously. **ZONING RESOLUTION NO. 22-05**

10. Proclamations and Presentations:

- A. Five Years of Service Award to Staff Attorney Carly Jeanne Sanseverino

Mayor Steinmeyer and City Manager Arleen Hunter presented the Five Years of Service Award to City employee Carly Jeanne Sanseverino.

11. Consent Agenda:

Council Member Laura Carr motioned approval of the Consent Agenda; Council Member Fred Forbes seconded; and the motion carried unanimously.

- A. Approval of the November 16, 2022 City Council Meeting Minutes

- B. Adopt a Resolution confirming the results of the Lee County Canvassing Board in conjunction with the November 8, 2022 election. (Green Sheet No. 22-12-188)
ADOPTED RESOLUTION NO. 22-75

- Opportunity for City Council Comments on Consent Agenda

12. Mayor and Council Member Items:

Mayor Steinmeyer addressed concerns he has regarding signs illegally placed in the public rights-of-way, and he requested that staff bring back some information regarding process and options for enforcement.

Council Member Carr commended the Holiday in the Park event and stated that she looks forward to working together with all Council Members.

13. Public Hearing:

- A. PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE AND DISCONTINUE THE PUBLIC'S INTEREST IN A 12-FOOT WIDE UTILITY EASEMENT LYING IN HIGHLAND ESTATES AS RECORDED IN PLAT BOOK 17, PAGE 134, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 22-12-194)

Jay Sweet, Community Development, provided a PowerPoint presentation (copy in Clerk's file) to provide an overview of the request.

Council Member Carr motioned to approve; Mayor Steinmeyer seconded.

No public comments were made.

Motion carried unanimously. **ADOPTED RESOLUTION NO. 22-76**

14. City Attorney's Items:

- A. First reading of the following ordinance: AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2022-2023 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-186)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Forbes motioned to move to second reading; Council Member Carr seconded and the motion carried unanimously.

- B. Consistent with Resolution No. 10-057 creating the Administrative Code which establishes the Code of Conduct for elected officials, confirm receipt of Code of Conduct. (Green Sheet No. 22-12-189)

City Attorney Rooney explained the purpose of this informational item.

- C. Consistent with the City Charter and the Code of Conduct, elect a Deputy Mayor. (Green Sheet No. 22-12-187)

Mayor Steinmeyer motioned to elect Council Member Forbes as Deputy Mayor; Council Member Carr seconded; and the motion carried unanimously.

15. City Manager's Items:

- A. Review and approve a special event application submitted by Fair Productions LLC for a Bonita Holiday Festival to be held on December 16, 2022 through January 1, 2023, at the Bonita Springs Poker Room site. (Green Sheet No. 22-12-191)

City Manager Arleen Hunter explained that the reason for this request is before Council is because the Applicant has requested extended hours. She also advised that the event occurred last year, and the City did not receive any complaints.

Council Member Carr motioned to approve; Council Member Jesse Purdon seconded; and the motion carried unanimously.

- B. Consider a special event application from the Springs Church to conduct a church service in Riverside Park from 6:00 pm to 7:00 pm on Christmas Eve. (Green Sheet No. 22-12-193)

City Manager Arleen Hunter explained that the reason that this request is before Council is because the event is scheduled to occur on a City holiday.

Mayor Steinmeyer motioned to approve; Council Member Jesse Purdon seconded; and the motion carried unanimously.

- C. Discussion of proposals received for RFP 22-12 State Legislative and Executive Branch Lobbying Services and direction to staff. (Green Sheet No. 22-12-190)

City Manager Hunter provided an overview of the solicitation process and Council's options for next steps. Discussion ensued. Council requested for staff to schedule a workshop to hear presentations from the proposers.

D. City Council Appointments to various Boards and Committees (Green Sheet No 22-12-195)

City Manager Hunter addressed this informational item and advised that changes to the appointments can be made at a future meeting.

Council Member Carr requested that Council also evaluate the various external committees for which the City provides funding and the services received in return. City Manager Hunter stated that staff will provide such information for Council's consideration at the next meeting.

E. Update regarding Hurricane Ian recovery

Assistant City Manager Matt Feeney provided an update regarding the ongoing Hurricane Ian debris removal and plans for beach renourishment efforts.

City Manager Hunter reported on staff's participation in the Disaster Advisory Committee of Lee County, and she further addressed the process for ranking of projects qualifying for LMS funds. Any LMS funds received would require a 25% match from the City.

She also reported on the Lee County Legislative Delegation meeting in which staff advocated for legislation and policy that encourages and promotes the City's recovery from Hurricane Ian, as well as for the development opportunities for revenue replenishment. Staff will continue to evaluate the home elevation and home buyout program.

Staff has had brief discussions with Lee County about the berm in the South Lee Watershed Plan, which is also a City-identified priority, and the County may be asking the City to support legislative requests related to that. Assistant City Manager further addressed.

Additionally, Lee County is working with each of the municipalities to develop a conservative understanding of what the potential loss in revenue might be, to include ad valorem as well as other revenues such as park fees.

Upcoming reminders:

- January 4th City Council meeting is cancelled

- EAR Public Workshop – January 10, 2023 at 5:30 pm at City Hall
- EAR Public Survey is available online
- Staff is coordinating Council briefings with Stantec regarding Wayfinding Signage and Gateway Feature Master Plan

16. Mayor and Council Member Reports

Council Member Purdon first congratulated the newly elected Council Members. He next addressed his concerns with the recovery task force that Lee County is forming, such as its purpose, process, authority, and resource availability. His main concern is duplicative efforts.

Council Member Carr concurred with comments made by Council Member Purdon in that this task force seems to be duplicative, and she also would like more information regarding its purpose and authority.

Council Member Corrie reported on the meeting he attended with state legislators. Discussion ensued among Council Members.

Council Member Forbes motioned to have Council Member Corrie continue to attend and ask them to address the Council's concerns and explain the benefit of participating; Council Member Fullick seconded; and the motion carried 5-2 (Mayor Steinmeyer and Council Member Carr opposed)

Council Member Forbes asked that Staff investigate the need of no thru trucks on the Old 41 corridor using traffic study information. He would also recommend that they work closely with Lee County Sheriff's Office for enforcement. He requested to have a Council discussion at the next meeting.

Council Members Fullick and Bogacz each thanked all who supported them. They both look forward to serving the City.

17. Public Comment

Terry Lemaine, with the Bonita Springs Assistance Office, thanked the City and City employee Elly McKuen for their work on the food insecurity grant.

18. Adjournment

There being no further items to discuss, the meeting adjourned at 7:14 p.m.

Respectfully submitted,

Debra Filipek, City Clerk

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-199
December 21, 2022

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: n/a

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statute. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs.

Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments. At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 22-72 issued on November 21, 2022
 2. Resolution No. 22-73 issued on November 28, 2022
 3. Resolution No. 22-74 issued on December 5, 2022
 4. Resolution No. 22-77 issued on December 12, 2022
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 72

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

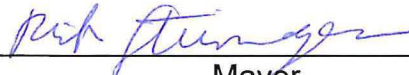
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 21st day of November, 2022.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: 11/21/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 73

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 28th day of November, 2022.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney

Date filed with City Clerk: 11/28/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 74

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

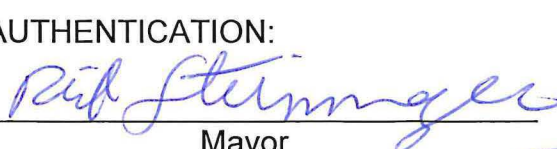
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 5th day of December, 2022.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: _____



CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 77

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

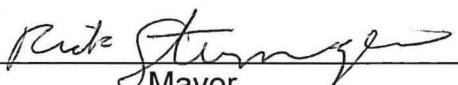
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 12th day of December, 2022.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: 12/12/2022

REQUESTED MOTION: Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management, #4 Environmental Protection

BACKGROUND: The focus of the buyout program is to acquire properties that are in a Special Flood Hazard Area (SFHA) and in high-risk flood areas to help reduce the impact of future disasters. The program also assists property owners to relocate outside the threat of flooding. The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Disaster Recovery (HUD CDBG-DR) funds to acquire parcels in the Quinn/Downs/Dean Neighborhood through the Voluntary Home Buyout Program (VHBP). Participants in this program must adhere to specific family income limits in order to qualify for the buyout.

The purchase agreements reflect current market value for the properties. Once the City closes on the properties, the structures will be demolished and will remain vacant under the City's ownership in perpetuity. The lands may be used for stormwater improvements or passive open space.

With the demolition of these structures and recently sent flyers to property owners in the neighborhood, staff expects more homeowners to come forward to participate in the program.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership the information will be made public.

STAFF RECOMMENDATION: Approve 2 purchase agreements for the Voluntary Home Buyout Program

ATTACHMENTS:

1. Purchase Agreement #2022-005
2. Purchase Agreement #2022-006
3. Senate Bill 966

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2022, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER");

1. **PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. **OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLER agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLER' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLER agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

constructed or existing home located outside of a floodplain or a lower flood risk area in the City of Bonita Springs' jurisdiction. The City will review the location to ensure the new location is outside a flood prone area and will complete a HUD established 58.6 checklist on the new home or lot.

- b. The homeowner's yearly **income is at or below the HUD income requirements** in order to qualify for the incentive.

5. CONTINGENCIES.

- a. SELLER shall vacate the property within Ninety (90 days) from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- c. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.

6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, Buyer's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for Buyer's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.

8. ADJUSTMENTS. NONE.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

- a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
- c. The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the Buyer will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. In addition to the fair market offer identified above presented to SELLER for the valuation of your home, and by participating in the VHBP, the SELLER may be eligible for additional housing incentive awards. The VHBP is offering Housing Replacement Incentives. The City has determined that you qualify for **\$25,000.00**, pending final verification of incentive requirements.

4.1 SELLER is eligible for up to \$25,000 in additional assistance as a Housing Replacement Incentive. The purpose of the incentive is to encourage maximum participation by property owners and removal of as many properties as possible from high flood risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the incentive:

- a. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the City's jurisdiction for construction of a new home (a construction date must be provided), or the homeowner has purchased a newly





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property
11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
13. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Monday, March 6, 2023** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

16. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLER and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

This page intentionally left blank.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLER have hereunto signed their name and affixed their respective seals, as applicable, and therefore the SELLER for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller/ NAME

[Redacted Signature]

Signature

12/7/2022
Date

Buyer/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

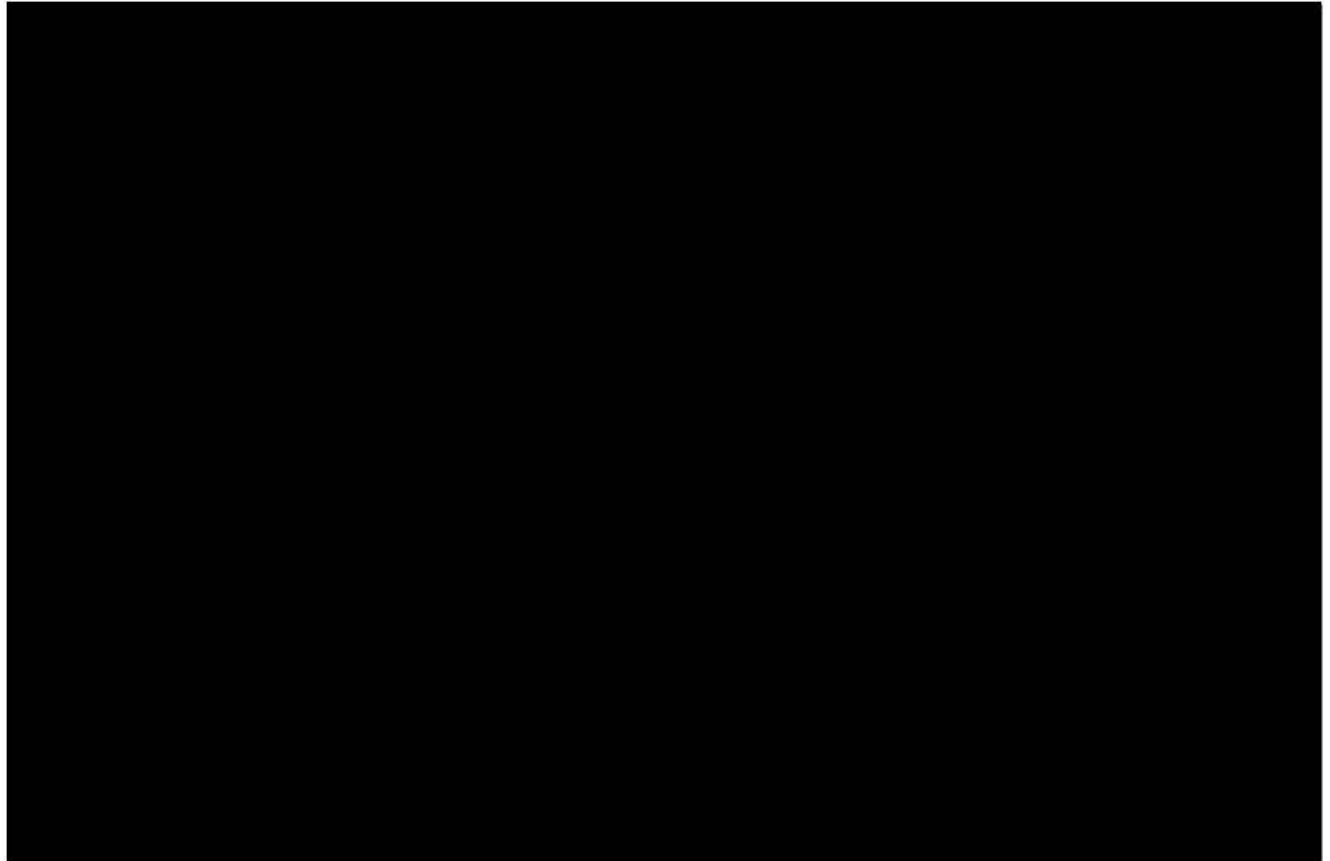
APPROVED AS TO FORM: _____
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT A
Legal Description**





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLER of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLER between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLER must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLER must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER agrees to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLER's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLER, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLER explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLER has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLER's consent to such company or entity to release said information to the City.

The SELLER agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This page intentionally left blank





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER

[Redacted Signature]

Signature

PROGRAM STAFF

ELY SOTO MCKUEN

Signature

ELY SOTO MCKUEN

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

- 1. You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
- 2. All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
- 3. All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
- 4. The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
- 5. The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- 6. Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
- 7. Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 8 day of December, 2022, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

- 1. PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

- 2. OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

3. CONSIDERATION. The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.
- The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
 - The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER willingly executed a Housing Replacement Assistance Waiver on August 24, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.
5. CONTINGENCIES.
- SELLERS shall vacate the property within Ninety (90) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

- 11. FIXTURES AND PERSONAL PROPERTY.** At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
- 12. VACANCY INSPECTION.** The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
- 13. SELLER CLOSING ACTION ITEMS.** The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
- 14. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Monday, March 6, 2023** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
- 15. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 16.** The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
- 17. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller/

[Redacted Signature]

Signature

12/8/22
Date

Seller/

[Redacted Signature]

Signature

12/8/22
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM:

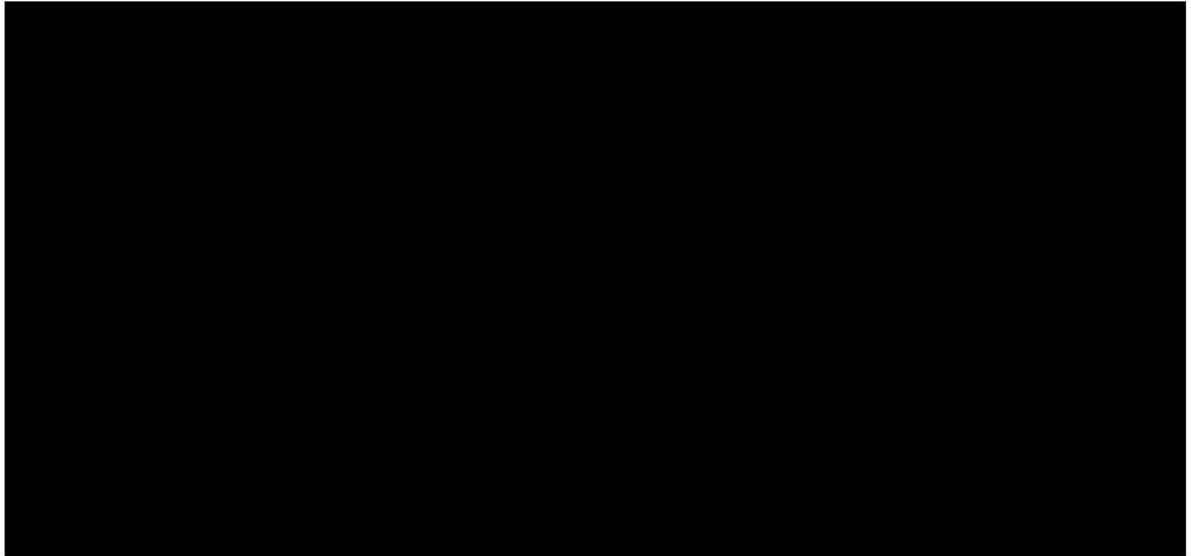
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT A
Legal Description**





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT B
Housing Replacement Assistance Waiver**



HOUSING REPLACEMENT ASSISTANCE WAIVER

Property Owners Name: [REDACTED]

Address: [REDACTED]

City: Bonita Springs, FL 34135

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: [REDACTED]

8/24/22

SIGNATURE: [REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This page intentionally left blank.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER

[Redacted Signature]

Signature

[Redacted Print Name]

Print Name

OWNER

[Redacted Signature]

Signature

[Redacted Print Name]

Print Name

PROGRAM STAFF

Signature

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

- 1. You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
- 2. All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
- 3. All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
- 4. The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
- 5. The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- 6. Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
- 7. Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.



2020966er

1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.
12

13 Be It Enacted by the Legislature of the State of Florida:
14

15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided to the Department of
27 Economic Opportunity, the Florida Housing Finance Corporation, a
28 county, a municipality, or a local housing finance agency by an
29 applicant for or a participant in a federal, state, or local

2020966er

housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

2020966er

an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-202
December 21, 2022

REQUESTED MOTION: Approve contract amendment #4 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Mitigation (CDBG-MIT) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 7) Government Transparency

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Drainage Program. City Council approved the \$11,021,919 agreement on June 17, 2020 with a fully executed agreement received from FDEO on July 8, 2020.

On May 19, 2021, City Council approved Amendment #1, which provided for a new FDEO contact person and other policy and program requirements, including budget development and revised activity work plans.

On December 17, 2021, City Council approved Amendment #2, which shifted the grant funding source from CDBG-DR to CDBG-MIT Program (Community Development Block Grant – Mitigation). Moving the funding source provided the City with additional time to complete the project. All other terms, conditions and requirements remained the same.

On June 15, 2022, City Council approved Amendment #3, which replaced contract language referencing both the citizen complaints and program appeal process.

The attached Amendment #4 clarifies contract language identified in Amendment #3 to be consistent with citizen complaints and program appeals.

STAFF RECOMMENDATION: Approve contract amendment #4 – Contract Agreement #IR015

ATTACHMENTS:

1. Amendment #4 to contract BSC 20-07-085
2. Original agreement dated 07-08-2020

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**AMENDMENT FOUR
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION (CDBG-MIT) (HURRICANE IRMA)
SUBRECIPIENT AGREEMENT**

On July 8, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the City of Bonita Springs, Florida (“Grantee”), entered, Agreement No. IR015 (Agreement”). DEO and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Section (4) Modification of Agreement, provides that any amendment to the Agreement shall be executed in writing by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement to correct scrivener’s error in Amendment 3 as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree to the following:

1. Section 14, Citizen Complaints, in Amendment 3 is hereby deleted and in its entirety and replaced with the following:

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

2. Section 15, Citizen’s Complaint’s, is hereby deleted and in its entirety and replaced with the following:

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary.
- (b) Finding a resolution; or
- (c) Conducting follow-up actions

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination.
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

DEO Agreement No.: IR015

Citizens may file a written compliant or appeal through the Office of Long-Term Resiliency email at CDBG-DR@myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, FL 32399

HUD Complaint's

If the complainant is not satisfied by the Subrecipient's determination or DEO response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion has not been satisfied with the response at the conclusion of the compliant or appeals process, a formal compliant may then be addressed directly to the regional Department of Housing and urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street
Jacksonville, FL 32202

Fair Housing Complaints

The Office of Long-Term Resiliency operates in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

3. All other terms and conditions remain in effect.

~ Remainder of this page is intentionally left blank ~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement No. IR015 as amended. This Amendment is effective the date the last Party executes this Amendment.

CITY OF BONITA SPRINGS

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Rick Steinmeyer

By _____
Signature
Dane Eagle

Title **Mayor**

Title **Secretary**

Date _____
Federal
Tax ID # **59-3649914**
UEI # **LLWSKDMXTCJ8**

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: _____

**State of Florida
Department of Economic Opportunity**

**Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Infrastructure Repair Program
Subrecipient Agreement**

JJ

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and City of Bonita Springs, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018" and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 ,, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees", 83 Federal Register No. 28 (February 9, 2018) ,83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of DEO's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and

appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends twenty-four (24) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient'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.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6), Audit Requirements and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of DEO's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R. 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

- (9) **Duplication of Benefits.** The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) **Liability.**

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

- (11) **Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep

or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) 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 paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient 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 paragraph, after the causes have ceased to exist, Subrecipient 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 do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160

DEO Agreement No.: IR015

Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

(e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Deborah Boyette
107 E. Madison Street
Tallahassee, FL 32399
Office: 850-717-8531
Deborah.Boyette@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Elly Soto McKuen, City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
239-949-6246
Fax: 239-949-6245
Elly.McKuen@CityofBonitaSprings.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (d) that the contractor is bound by the terms of this Agreement;
- (e) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (f) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (g) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement; and
- (h) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget
 - Attachment C – Activity Work Plan
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed \$11,021,919 eleven million twenty one thousand nine hundred nineteen dollars subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.
- (h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

(21) Repayments.

- (a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-

five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

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

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

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

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

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email 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.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and 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 public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient 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 Subrecipient'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 other 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.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

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

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

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

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

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or

assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

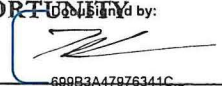
(h) DEO shall not be responsible for provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: IR015

State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF BONITA SPRINGS		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	 Signature Peter Simmons	By	 Signature Ken Lawson
Title	Mayor	Title	Director
Date	6-17-2020	Date	7/8/2020
Federal Tax ID #	85-801326764BC-4		
DUNS #	196164110		

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

DocuSigned by:

By: _____
5757EE4917044C9...
7/8/2020
Approved Date: _____

Attachment A – Scope of Work

1. **PROJECT DESCRIPTION:** The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma.

The Florida Department of Economic Opportunity (DEO) was awarded \$85,819,653 in Infrastructure repair funding through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damages from Hurricane Irma.

Projects that are eligible under the CDBG-DR Infrastructure Repair Program include:

- Restoration of infrastructure damaged by Hurricane Irma (including water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
- Water and sewer facilities have been identified as areas of critical importance. Projects involving these type facilities;
- Public facilities such as emergency community shelters;
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
- Economic revitalization which includes any CDBG-DR eligible activity that demonstrably restores and improves some aspect of the local economy.

Bonita Springs was awarded \$11,021,919 of CDBG-DR funds to repair the stormwater drainage system that experienced extensive flooding during Hurricane Irma

2. SUBRECIPIENT RESPONSIBILITIES:

A. CDBG-DR INFRASTRUCTURE PROGRAM IMPLEMENTATION

The subrecipient shall perform the following tasks under this agreement:

1. Complete and submit to DEO within 30 days of agreement execution, a staffing plan which must be reviewed and approved by the DEO Agreement Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The staffing plan must include the following:
 - a. Organizational Chart; and,

- b. Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager for review and approval within the 30 days of execution. The Agreement Manager will provide approval in writing prior to the policies and procedures being implemented.
 - a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
 - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - e. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
4. Upload required documents into a reporting system provided by DEO.
5. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.
6. Complete and submit an updated Activity Work Plan (Attachment C) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Activity Work Plan should be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.
7. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.

8. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
9. Provide copies of all proposed procurements documents to DEO 10 business days prior to posting as detailed in Section (17) of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Agreement Manager. Should the procurement documents require revisions based on state or federal requirements, the subrecipient will be required to postpone procurement and submit revised documents for review and approval.
10. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 - (a) Selection of applicants, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, finance and administration;
 - (b) Selection of applicants, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
 - (c) Selection of applicants, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services;
 - (d) Copies of all contracts will be executed by the subrecipients. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by the subrecipients must follow the terms and conditions set forth in this agreement provided between the Department and the subrecipient. Should the submitted contract require necessary additions and/or changes, the Department's Agreement Manager will contact the subrecipient regarding changes. The subrecipient is required to submit the updated contract within 30 days. Should the contract not be submitted in a timely manner, the subrecipient will be required to complete the selection process once more.
11. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.
12. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
 - (a) A revised detail report measuring the actual cost versus the projected cost.
 - (b) An updated attachment C which documents any changes to the projected progress along with justification for the revision.

13. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure program guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
 14. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - (a) Submit updated organization chart on a quarterly basis with quarterly report.
 - (b) If staffing changes there must be a submittal stating the names, job descriptions, on the monthly report deadline
 - (c) A progress report documenting the following information:
 - i. Accomplishments within the past quarter;
 - ii. Issues or risks that have been faced with resolutions; and
 - iii. Projected activities to be completed within the following quarter.
 15. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C, Activity Work Plan. If the Subrecipient is unable to meet a deadline within 30 calendar days of the due date, the Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
 16. Close out reports will be no later than 60 calendar days after this Agreement ends or is otherwise terminated. Subrecipient shall provide pictures to document completed work.
- B. Program Delivery/Administration:** Tasks that are eligible for reimbursement under the Program Delivery/Administration Deliverable are as follows:
1. Conduct compliance reviews;
 2. Prepare policies and procedures as outlined in this contract;
 3. Prepare and submit public records;
 4. Maintain records as outlined in this contract;
 5. Prepare requests for funds as outlined in the contract; and
 6. Prepare and submit reports as outlined in this contract.
- C. Engineering:** Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:
1. Basic Engineering Services
 - a. Prepared permit applications;
 - b. Attended pre-bid/pre-construction conference;
 - c. Prepared change orders;

- d. Reviewed construction bids and make recommendation to the Subrecipient; and
- e. Bid for contractor.

2. Resident Inspection

- a. Inspected construction activities for consistency with plans and specifications; and
- b. Reviewed construction invoices and certify costs.

D. Acquisition: Subrecipient shall acquire three parcels of land which total 47.4 acres, adjacent to the Imperial River which are vacant and undeveloped wood areas that are flood prone and would become dry detention areas. The purchase price must be consistent with applicable uniform cost principles and the buyout program, if applicable. Prior to acquiring the property the subrecipient must submit all documentation for review and approval as outlined in Attachment D, number 6, listed in this contract. Subrecipient must develop as well as demolish property as consistent with the CDBG-DR guidelines. For tenant relocation, the subrecipient must follow the CDBG-DR guidelines regarding tenant displacement and relocation. Subrecipient must also complete the following tasks:

- 1. Appraisal
 - a. Review appraisal;
 - b. Property sale;
 - c. Relocation or rental assistance;
 - d. Closing cost;
 - e. Moving cost;
 - f. Relocation specialist fees; and
 - g. Demolition.

E. Construction: Installation of backflow preventers at critical locations in various neighborhoods. In addition, construction of a series of storm sewers to channel water through various points in the neighborhoods to the Imperial River, expanding the storm sewer network to help the area drain more efficiently. Increase the storage of pond locations in the existing area. Stormwater pumps will be installed to support the detention areas. Subrecipient must conduct the following tasks:

- 1. Complete all construction as outlined in the executed construction bid; and
- 2. Conduct final inspections of completed constructions.

3. DELIVERABLES

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Program Delivery/Administration		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2B Subrecipient Responsibilities of this Scope of Work	Subrecipient may request reimbursement upon completion of the tasks listed in 2.B. evidenced by submittal of the invoice	Failure to complete the minimum performance measures as specified shall result in non-payment for this

DEO Agreement No.: IR015

Total Deliverable 1 cost reimbursement not to exceed: \$425,000	package as outlined in Section 4.A. below.	deliverable for each payment request.
Deliverable 1 - \$425,000.00		
Deliverable No. 2 – Engineering		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2C Subrecipient Responsibilities of this Scope of Work Total Deliverable 2 cost reimbursement not to exceed: \$1,746,919	Subrecipient may request reimbursement upon completion of the tasks listed in 2.C. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 - \$1,746,919.00		
Deliverable No. 3 – Acquisition		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall acquire property and perform acquisition related activities outlined in Section 2D Subrecipient Responsibilities of this Scope of Work Total Deliverable 3 cost reimbursement not to exceed \$3,450,000	Subrecipient may request reimbursement upon completion of the tasks listed in 2.D., evidenced by submittal of the invoice package as outlined in Section 4.A. below as well as the following: • A completed Property Acquisition Report, identifying address of the parcel acquired, its identification number, and the type and amount of eligible expenses incurred related to the acquisition of that parcel. • A completed appraisal. • A completed review appraisal. • A copy of the warranty deed. • A copy of the settlement statement.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 - \$3,450,000.00		

Deliverable No. 4 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete infrastructure construction as detailed in Section 2E Subrecipient Responsibilities of this Scope of Work Total Deliverable 4 cost reimbursement not to exceed \$5,400,000.	Subrecipient may request reimbursement upon completion of the tasks listed in 2.E. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 - \$5,400,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables section 3 table 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 Grantee incurred 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 **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

4. DEO'S RESPONSIBILITIES:

- Monitor the ongoing activities of the Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- Assign an Agreement Manager as a point of contact for the Subrecipient
- Review the Subrecipient's invoice packages and process them on a timely basis.
- Provide a system for subrecipients to submit all required documentation related to the project.
- Monitor Subrecipient progress, review reports, conduct site visits, as determined necessary and at DEO's sole and absolute discretion, and process payments to Subrecipient.
- Provide ongoing technical assistance to ensure successful completion of the project as well as adherence to state and federal guidelines.

4.A. INVOICE SUBMITTAL

DEO shall reimburse the Subrecipient in accordance with Section 3, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from

obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(http://www.myfloridacfo.com/aadir/reference_guide/).

1. Subrecipient shall provide one invoice per deliverable for all services rendered during the applicable period of time. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
 - a. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 3, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 - d. Photographs of the project in progress and completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
3. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: IR015

Attachment B – Project BudgetSubrecipient: Bonita SpringsContract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non- LMI	Total	CDBG-DR Amount	Other Funds	Source *	Total Funds
1. Housing Program - Homeowner Service Project (Example Activities)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)													
3. Public Facilities Program – Unified Service Center (Example Activities)													
4. Infrastructure Program (Example Activities)													
	Acquisition	X					5210		5210	3,450,000.00			3,450,000.00
	Stormwater Improvements	X					5210		5210	5,400,000.00			5,400,000.00

DEO Agreement No.: IR015

5.	Administration									425,000.00		425,000.00
6.	Engineering									1,746,919.00		1,746,919.00
	Totals:									11,021,919.00		11,021,919.00

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds		Amount
1.		
2.		
3.		
4.		

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient <u>Bonita Springs</u>		Activity: <u>Administration</u>	Project Budget: <u>\$425,000.00</u>	
Contract Number: _____		Date Prepared: <u>February 28, 2020</u>	Modification Number: <u>N/A</u>	
Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per FLAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
4/2020	7/2020	Request approval of professional services from DEO; satisfy all special conditions and submit first request for funds	0	\$5,000.00
4/2020	10/2020	Complete the environmental review and submit request for release of funds to DEO for review and approval	0	
10/2020	7/2021	Prepare plans and specifications bid package.	0	\$25,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision.	0	\$25,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.	N/A	\$25,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.	N/A	\$25,000.00
12/2021	3/2022	Construction phase - 25% complete	N/A	\$80,000.00
4/2022	7/2022	Construction phase - 50% complete. Take photos of construction activities.	N/A	\$80,000.00
8/2022	11/2022	Construction phase - 75% complete. Take photos of construction activities	N/A	\$80,000.00
12/2022	3/2023	Construction phase - 100% complete	N/A	\$80,000.00

DEO Agreement No.: IR015

4/2023	8/2023	As-Built plans and final invoices submitted to City; All warranties transferred and construction files reviewed for completion. Submit closeout package, engineer's certification of completion and photos to DEO.	N/A	
--------	--------	--	-----	--

~ Remainder of this page is intentionally left blank ~

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Engineering Project Budget: \$1,746,919.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
4/2020	7/2020	City procures engineer for design improvements; requests approval of professional services from DEO		
4/2020	10/2020	Environmental completed and submit request for release of funds to DEO for review and approval		
10/2020	7/2021	Prepare plans and specifications, opinion of probable costs. Includes permits from South Florida Water Management District, Florida Department of Environmental Protection and US Army Corps of Engineers.		\$750,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision		\$50,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.		\$50,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		\$50,000.00
12/2021	3/2022	Construction phase 25% complete		\$211,729.75
4/2022	7/2022	Construction phase 50% complete—Take photos of construction activities		\$211,729.75
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		\$211,729.75
12/2022	3/2023	Construction phase 100% complete		\$211,729.75

DEO Agreement No.: IR015

4/2023	6/2023	Prepare As-Built plans and submits to City		
--------	--------	--	--	--

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Acquisition Project Budget: \$3,450,000.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
9/2020	10/2020	City contracts property owner and determines willing sellers to acquire property for stormwater retention/storage ponds		
1/2021	3/2021	City contacts with consultants to prepare appraisals, conduct title searches, site specific environmental reviews		\$25,000.00
4/2021	5/2022	City contacts property owner, advises of appraised property value, negotiates the sale of property, sale proceeds and closes		
6/2022	10/2022	Closings occur and land transferred to City		\$3,425,000.00

DEO Agreement No.: IR015

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Stormwater Drainage Construction Project Budget: \$5,400,000.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
9/2021	10/2021	City advertises construction bid for contractor, hold bid opening, request approval for construction contract from DEO and submit contractor clearane, debarment and Section 3 forms		
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		
12/2021	3/2022	Construction phase 25% complete		\$1,000,000.00
4/2022	7/2022	Construction phase 50% complete; take photos of construction activities		\$1,000,000.00
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		\$1,000,000.00
12/2022	3/2023	Construction phase 100% complete		\$1,500,000.00
4/2023	6/2023	Engineer prepares As-Built plans and submits to City		
7/2023	7/2023	Contractor submits all final invoices to City, all warranties transferred and construction files reviewed for completion		
8/2023	8/2023	Submits closeout package, engineer's certification of completion and photos to DEO		
				\$900,000.00

DEO Agreement No.: IR015

--	--	--	--	--

~ Remainder of this page is intentionally left blank ~

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

~ Remainder of this page is intentionally left blank ~

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

3. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(c)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may

require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants

shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Definitions

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Numerical Goals

Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

- A. Hiring - Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
 - i. 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
 - ii. 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
 - iii. 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.
- B. Contracting - Numerical goals set forth in paragraph (B) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

- i. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- ii. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use

of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

DEO shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

~ Remainder of this page is intentionally left blank ~

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment

Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

~ Remainder of this page is intentionally left blank ~

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that BONITA SPRINGS shall comply with all of the provisions and Federal regulations listed in this attachment.

By:



Date:

JUNE 17, 2020

Name:

PETER SIMMONS

Title:

MAYOR

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

7. Request for Funds must be submitted as required by DEO and in accordance with the ***Scope of Work, Project Detail Budget and Activity Work Plan***.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received

by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

~ Remainder of this page is intentionally left blank ~

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$11,021,919
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Department of Economic Opportunity Subrecipient Enterprise Resource Application (SERA) Security Agreement / Confidentiality Form for Subrecipients		All fields <u>MUST</u> be completed for access to be granted.			
Section A – Requestor's Information					
User Contact Information First Name: <u>Elly</u> Middle Name: <u>Soto</u> Last Name: <u>McKuen</u> Job Title: <u>Senior Project Manager</u> Phone Number: <u>239.949.6246</u> Fax Number: <u>239.949.6245</u> Email: <u>elly.mckuen@cityofbonitasprings.org</u>		Primary Unit Information Organization Name: <u>City of Bonita Springs</u> Address: <u>9101 Bonita Beach Road</u> City: <u>Bonita Springs</u> State: <u>FL</u> Zip: <u>34135</u> Region: <u>6</u> County: <u>Lee</u> Unit(s): <u>N/A</u>			
Section B – Level of Access Requested					
PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		☐	☐	
ESS			☐	☐	
	WAP	☐			
	LIHEAP	☐			
	CSBG	☐			
CDBG			☐	☐	
	CDBG	☐			
	CDBG – DR (List below)	☒			Project Manager for the CDBG-DR Voluntary Buyout Program. Will be responsible for programmatic issues, reporting requirements
	DIG	☐			
	DRG	☐			
Section C – Subrecipient Access Approval					
Security / Confidentiality Agreement Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable Information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter B15 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S. "I certify that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor."					
Requestor's Signature <u>Elly Soto McKuen</u>		Supervisor's Signature <u>Matt Feeney</u>		CFO / Executive Director's Signature <u>Arleen Hunter</u>	
Print/Type Name <u>Elly Soto McKuen</u> Date <u>5/15/2020</u>		Print/Type Name <u>Matt Feeney</u> Date <u>5/15/2020</u>		Print/Type Name <u>Arleen Hunter</u> Date <u>5/19/2020</u>	
Section D – DEO Authorization					
SERA ROLE _____		SERA PROFILE _____			
DEO Program Approval		Signature _____		Print Name _____ Date _____	
DEO BFM Approval		Signature _____		Print Name _____ Date _____	
DEO Security Officer's Approval		Signature _____		Print Name _____ Date _____	
DEO IT: Activated _____ Date _____		Inactivated: _____ Date _____			

Department of Economic Opportunity Subrecipient Enterprise Resource Application (SERA) Security Agreement / Confidentiality Form for Subrecipients		All fields MUST be completed for access to be granted.			
Section A – Requestor's Information					
User Contact Information First Name: <u>Brenda</u> Middle Name: _____ Last Name: <u>Reetz</u> Job Title: <u>Contract Administrator</u> Phone Number: <u>239.949.6262</u> Fax Number: _____ Email: <u>brenda.reetz@cityofbonitasprings.org</u>		Primary Unit Information Organization Name: <u>City of Bonita Springs</u> Address: <u>9101 Bonita Beach Road</u> City: <u>Bonita Springs</u> State: <u>FL</u> Zip: <u>34135</u> Region: <u>6</u> County: <u>Lee</u> Unit(s): <u>N/A</u>			
Section B – Level of Access Requested					
PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		☐	☐	
ESS			☐	☐	
	WAP	☐			
	LIHEAP	☐			
	CSBG	☐			
CDBG			☐	☐	
	CDBG	☐			
	CDBG – DR (List below)	☒			Responsible for Financial reporting and requests for reimbursement
	DIG	☐			
	DRG	☐			
Section C – Subrecipient Access Approval					
Security / Confidentiality Agreement Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter B15 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S. *I certify that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use, modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary classification from my supervisor. <u>Brenda Reetz</u> Requestor's Signature <u>Ann K. Wright</u> Supervisor's Signature <u>Arleen Hunter</u> CFO / Executive Director's Signature <u>Brenda Reetz</u> Print/Type Name Date <u>5/18/20</u> <u>Ann Wright</u> Print/Type Name Date <u>5/15/20</u> <u>Arleen Hunter</u> Print/Type Name Date <u>5/19/2020</u>					
Section D – DEO Authorization					
SERA ROLE _____		SERA PROFILE _____			
DEO Program Approval		Signature _____		Print Name _____ Date _____	
DEO BFM Approval		Signature _____		Print Name _____ Date _____	
DEO Security Officer's Approval		Signature _____		Print Name _____ Date _____	
DEO IT: Activated _____		Inactivated: _____		Date _____	

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

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

(J) See § 200.322 Procurement of recovered materials. [[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

Attachment M

State of Florida
Department of Economic Opportunity
Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 17 day of June, 2020, by and between the City of Bonita Springs (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do,

or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF BONITA SPRINGS

By



Signature
Peter Simmons

Title

Mayor

Date

6-17-2020

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By



Signature
Ken Lawson

Title

Director

Date

7/8/2020

~ Remainder of this page is intentionally left blank ~

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-203
December 21, 2022

REQUESTED MOTION: Authorize Lee County Interlocal agreement for the expansion of Lee Tran Ultra Bus service.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: The City of Bonita Springs included in its budget for the expansion of *Lee Tran Ultra Curb to Curb on Demand Service* to include a larger service area. The expanded service area is north of Terry Street between US 41 and I-75 to City's limit.

The City's adopted FY22-23 budget provides funding for the expanded service area.

STAFF RECOMMENDATION: Staff recommends approval of the Lee County Interlocal agreement for expanded Lee Tran Ultra Bus service.

ATTACHMENTS:

1. Interlocal Agreement for Transit Service by and Between Lee County, Florida and the City of Bonita Springs, Florida

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

**INTERLOCAL AGREEMENT FOR TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____ day of _____, 2023, by and between **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant through Florida Statutes, in particular, §163.01, Florida Statutes, as amended, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and

WHEREAS, transit service provides an alternative mode of transportation to the City; and is an important step towards solving the traffic congestion problems in the City; and

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for transit service to the citizens of Bonita Springs.

The Parties agree that the above named County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, SERVICE AREA AND FARES

- A. County will provide a vehicle suitable for demand response transit service.
- B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.
- C. County will provide demand response curb-to-curb transit service to Bonita Springs and control the area as identified in Exhibit A; however, the transit vehicle will not travel into gated communities and residents of gated communities will need to board the service vehicle via the entrance sites of their communities. Service will operate from approximately 7:00 a.m. to 6:00 p.m., Monday through Sunday excluding Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, Independence Day and New Year's Day. Service will be provided through a mobile application or by phone request on a first come first serve basis.
- D. County will control the City Route 600 as identified in Exhibit A. The North-South Route 600 from Lee County to Collier County will operate from approximately 5:55 a.m. to 7:55 p.m., Monday through Saturday, and 7:25 a.m. to 4:35 p.m. on Sunday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided every 90 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 240 at Coconut Point Mall. Route 240 provides connections to the rest of the County throughout the day.
- E. County will provide door-to-door ADA Paratransit service within the area designated in Exhibit A. ADA service is not available north of Immokalee Road within Collier County.
- F. All fare changes to passengers along the designated route will be based upon the County's current fare structure.
- G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

- A. County will provide vehicles necessary to service the County/City area identified in Exhibit A.
- B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.

- C. County will be responsible for maintaining all bus stops, shelters, benches and related amenities including trash collection, along the any designated bus route 600 within Bonita Springs. Parties will coordinate with each other to monitor the appearance of said amenities.

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

- A. County shall provide marketing efforts throughout the County and the City for the purpose of actively promoting use of transit related service on vehicles and at bus stops.
- B. Selling of advertising on the buses and vehicles shall be the right and responsibility of the County and any advertising revenues shall accrue to the County.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Interlocal Agreement will be in the amount of \$580,537.63 and will be billed quarterly to the City in advance of service, commencing on January 30, 2023, and due within thirty (30) days. The cost breakdown is specified in Exhibit B. The cost will be recalculated if additional vehicles are needed or requested based on rider demand.
- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit B.
- C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION SIX: MONITORING AND AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.
- B. If both Parties agree, any disputes arising from this Interlocal Agreement which cannot be resolved by the Parties may be settled through voluntary mediation.

The Parties may also utilize any other legal remedies available under Florida law to either Party with respect to the disputed matters.

- C. Either Party may terminate this Interlocal Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation. In the event of termination, the City will be responsible for paying any costs per this Interlocal Agreement incurred up to the date of termination.

SECTION EIGHT: LIABILITY

The Parties agree that by execution of the Interlocal Agreement no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in §768.28, Florida Statutes, as it may be revised or amended from time to time.

SECTION NINE: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit with Federal Express, or any other nationally recognized carrier, and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34145

For the County: Transit Director
LeeTran
3401 Metro Parkway
Fort Myers, FL 33901

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on January 30, 2023, and continue through January 29, 2024. If said execution of Interlocal Agreement occurs after January 30, 2023, it shall become retroactive with all terms and conditions having the effective date of January 30, 2023.

SECTION ELEVEN: SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TWELVE: FILING

This Interlocal Agreement and any subsequent amendments shall be filed with the

Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST: City Clerk

CITY OF BONITA SPRINGS

By: _____
[Signature]

[Type or print name]

Clerk

By: _____
[Signature]

[Type or print name]

Mayor

Approved as to form:

City Attorney

ATTEST:
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
[Signature]

[Type or Print Name]

BY: _____
[Signature]

[Type or print name]

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

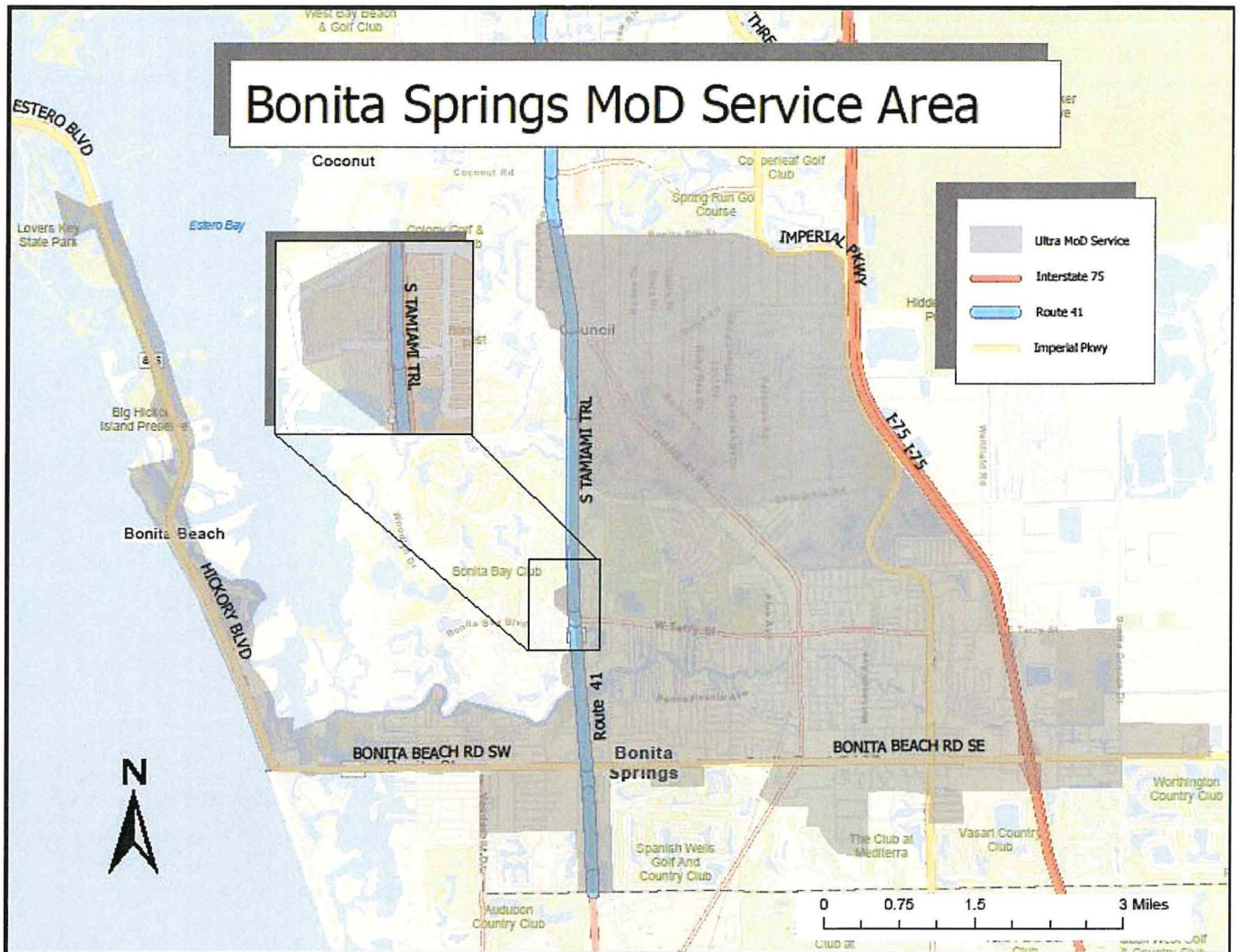
By: _____
Lee County Attorney's Office

Attachments:

Exhibit A – MOD Service Area and $\frac{3}{4}$ Mile Paratransit Service Area

Exhibit B - Cost of Service

Exhibit A



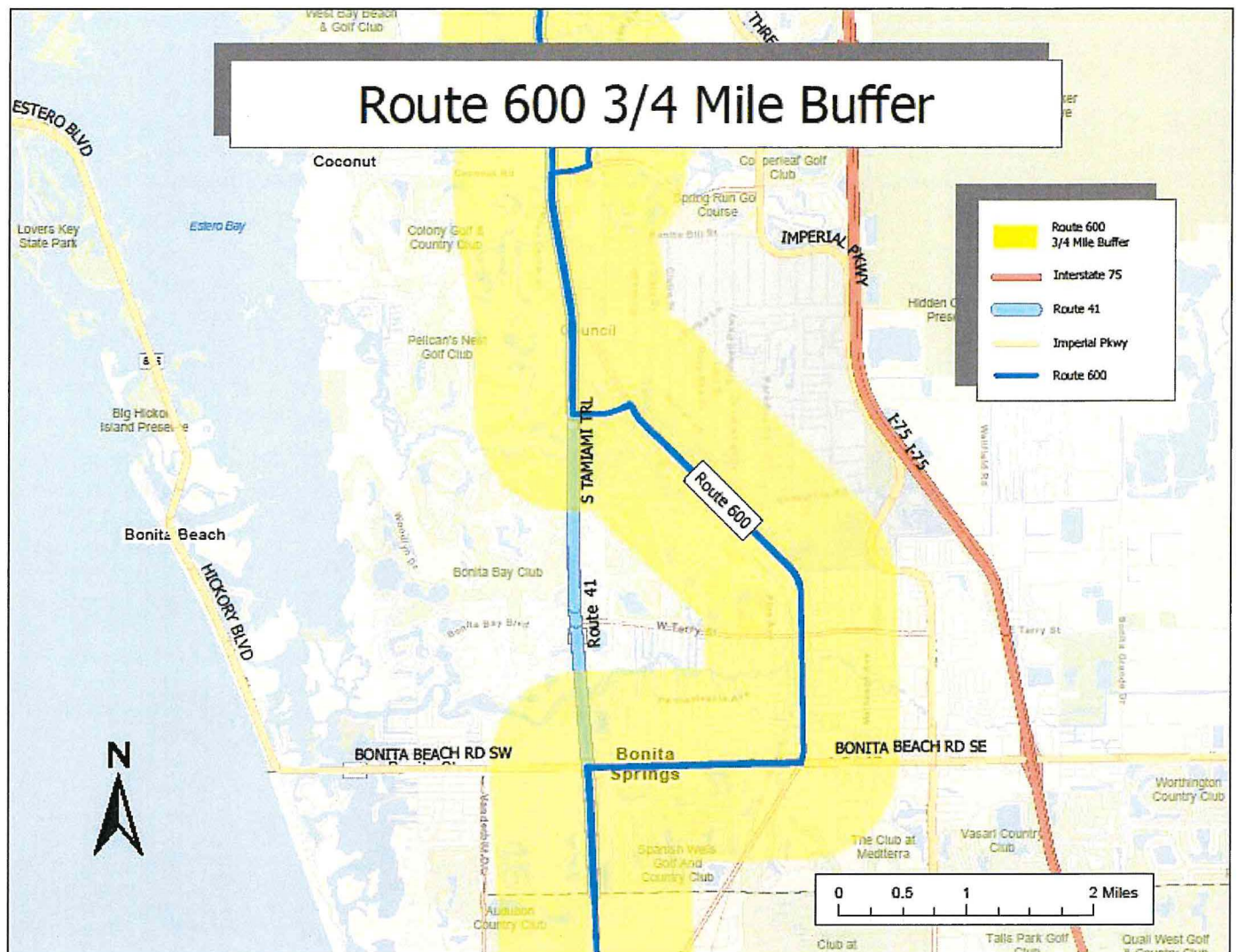


Exhibit B

FY23 Bonita Springs Demand Response Transit								
Monday through Sunday Service								
	Cost Per Hour	Hours Mon-Sun	Days Mon-Sun	Annual Hours	Cost Per Mile	Daily Revenue Miles	Total Cost	
Vehicle 1								
Bonita Springs	\$ 57.4800	2.32	359	833.06	\$ 1.6100	12,175.49	\$	67,486.79
Lee County	\$ 57.4800	10.68	359	3,833.94	\$ 1.6100	56,034.52	\$	310,590.47
SUB-TOTAL	\$ 57.4800	13.00	359	4,667	\$ 1.6100	68,210	\$	378,077.26
Vehicle 2								
Bonita Springs	\$ 57.4800	2.32	359	833.06	\$ 1.6100	12,175.49	\$	67,486.79
Lee County	\$ 57.4800	10.68	359	3,833.94	\$ 1.6100	56,034.52	\$	310,590.47
SUB-TOTAL	\$ 57.4800	13.00	359	4,667	\$ 1.6100	68,210	\$	378,077.26
Vehicle 3								
Bonita Springs	\$ 57.4800	2.32	359	833.06	\$ 1.6100	12,175.49	\$	67,486.79
Lee County	\$ 57.4800	10.68	359	3,833.94	\$ 1.6100	56,034.52	\$	310,590.47
SUB-TOTAL	\$ 57.4800	13.00	359	4,667	\$ 1.6100	68,210	\$	378,077.26
Vehicle 4								
Bonita Springs	\$ 57.4800	13.00	359	4,667.00	\$ 1.6100	68,210.00	\$	378,077.26
Lee County	\$ 57.4800	0.00	359	-	\$ 1.6100	56,034.52	\$	-
SUB-TOTAL	\$ 57.4800	13.00	359	4,667	\$ 1.6100	68,210	\$	378,077.26
TOTAL Vehicles								
	\$ 29.8700	0.00	359	-	\$ 0.8355	-	\$	1,512,309.04
Contributing Share								
Bonita Springs							\$	580,537.63
Lee County							\$	931,771.41
Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)								
* Figures based on Full Cost Allocation Model FY23 and includes deadhead time to route								

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-205
December 21, 2022

REQUESTED MOTION: Approve resolution accepting one resignation from the Art in Public Places Board, one resignation from the City's Tree Advisory Board, and one resignation from the Historic Preservation Board.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On December 7, 2022, Mr. Nigel Fullick was sworn in as a City Council Member, and therefore, has relinquished his seat on the Art in Public Places Board. With his resignation, there are four vacancies on the board.

On December 12, 2022, Board Member Suzy Valentine submitted her resignation from the Tree Advisory Board effective immediately. In light of Ms. Valentine's resignation, there is one seat available on the board.

On December 15, 2022, Board Member Art Nor submitted his resignation from the Historic Preservation Board to be effective this month. In light of his resignation, there are two vacancies on the board.

Staff will advertise the vacancies.

STAFF RECOMMENDATION: Approve resolution accepting the resignations.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 22-

A RESOLUTION ACCEPTING THE RESIGNATION OF ONE MEMBER OF THE
ART IN PUBLIC PLACES BOARD, ONE MEMBER OF THE TREE ADVISORY
BOARD, AND ONE MEMBER OF THE HISTORIC PRESERVATION BOARD;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 2022, Mr. Nigel Fullick was sworn in as a City Council member and therefore has resigned from the Art in Public Places Board; and

WHEREAS, on December 12, 2022, Ms. Suzy Valentine submitted notice of her resignation from the City's Tree Advisory Board to take effect immediately; and

WHEREAS, on December 15, 2022, Mr. Art Nor submitted notice of his resignation from the Historic Preservation Board to take effect December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

Section 1. The resignation of Mr. Nigel Fullick from the Art in Public Places Board, the resignation of Ms. Suzy Valentine from the Tree Advisory Board, and the resignation of Mr. Art Nor from the Historic Preservation Board are hereby confirmed and accepted.

Section 2. This resolution shall take effect upon approval.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of December, 2022.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk's Office

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Steinmeyer	_____	Corrie	_____
Bogacz	_____	Fullick	_____
Purdon	_____	Forbes	_____
Carr	_____		

Date filed with City Clerk: _____

REQUESTED MOTION: Approve one year contract extension with BankUnited for continued banking services.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

In November 2015, the City advertised a Request for Proposals for Banking Services to be provided by a Qualified Public Depository (QPD), after which a selection committee unanimously recommended BankUnited as the best proposal to meet the City's needs.

In January 2016, the City entered into a contract with BankUnited to provide banking services to the City, which provided for an original term of five years with the option to renew for two additional terms of one year each. Due to the City's ongoing recovery from Hurricane Ian, staff recommends amending the agreement to allow for one additional extension.

The Finance staff has experienced consistently responsive and professional customer service from our BankUnited customer service team. BankUnited is willing to extend the contract for one year, with modifications to Sections 18 and 19 that are necessary due to the current interest rate environment. These modifications are outlined in more detail in the attached letter.

STAFF RECOMMENDATION: Approve the one-year extension.

ATTACHMENTS:

1. BankUnited Banking Services Extension
2. Banking Services Agreement

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



BankUnited, N.A.
Government Banking Division
One Metro Center
4010 Boy Scout Blvd. Ste 475
Tampa, FL 33607

December 15, 2022

Lisa Roberson
Finance Director
City of Bonita Springs
9101 Bonita Beach Rd.
Bonita Springs, Florida 34135

Re: City of Bonita Springs Banking Services Extension

Dear Ms/Mrs. Lisa Roberson:

BankUnited, N.A. (the "Bank") is pleased to offer the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (the "City") a One-year extension of the Government Banking Services Agreement entered into between the parties on February 1, 2016 (the "Agreement") commencing upon the expiration of the existing Agreement on January 31, 2022 and terminating on January 31, 2023 (the "Extension"). This letter agreement shall confirm the understanding by and between the Bank and the City with respect to the matters set forth herein. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. The Parties agree that the Term of the Agreement is hereby extended through January 31, 2024 (the "Extended Term"). The effective date of this Amendment is February 1, 2023 (the "Effective Date").

2. As of the Effective Date and during the Extended Term, Section 18 shall be amended and restated as follows:

18. MONEY MARKET. The City's Public Funds Money Market Savings account (the "Account") earns interest at a variable rate. BankUnited will use "managed rate" pricing to determine the best rate available. The interest rate will not be pegged to any single index or indices, and may be increased or decreased based on prevailing economic market conditions. The interest rate and annual percentage yield may change at any time at the Bank's discretion and are only effective until the next rate review and change, which can occur monthly. The Bank will ensure that the City is getting the best rate available based on the then current prevailing market conditions. BankUnited will notify the City in writing or by email of any changes to the interest rate.

3. As of the Effective Date and during the Extended Term, Section 19 shall be amended and restated as follows:

19. EARNINGS CREDIT: Available balances on the Account will be eligible to generate Earnings Credit using “managed rate” pricing, which credits can be used to offset services fees.

4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

5. This Amendment embodies the entire agreement between Bank and City with respect to the Amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

7. This Amendment shall be construed and governed by the laws of the State of Florida.

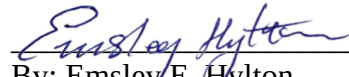
Please indicate your approval of the terms and provisions hereof by executing this letter agreement in the space provided below and returning a fully executed copy to the attention of the undersigned. This letter agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute the same instrument. Delivery of executed signature pages by facsimile or electronic transmission will constitute effective and binding execution and delivery of this letter and shall have the same effect as the delivery of an original executed counterpart.

We look forward to continuing to provide banking services to the City. Thank you for your business.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

BANKUNITED, N.A.



By: Emsley E. Hylton
Senior Vice President
Public Funds Treasury & Liquidity RM

**CITY OF BONITA SPRINGS,
FLORIDA**

By: _____
Mayor

APPROVED AS TO FORM

By: _____
CITY ATTORNEY'S OFFICE

ATTEST:

By: _____
CITY CLERK

**CITY OF BONITA SPRINGS, FLORIDA
GOVERNMENT BANKING SERVICES AGREEMENT**

This Agreement for Government Banking Services (hereinafter referred to as "Agreement") is made and entered into this 1st day of February, 2016 between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and BankUnited, a national banking association (hereinafter referred to as the "Bank").

WITNESSETH

WHEREAS, the City issued RFP 15-022, a Request for Proposals (RFP) for Banking Services (the "Services"); and

WHEREAS, the Bank submitted a Proposal dated December 16, 2015 which was selected as the top ranked proposal; and

WHEREAS, the City Council of the City of Bonita Springs, through approval of Resolution No. 16-02, has authorized City staff to negotiate with BankUnited to provide banking services for a five year term, with two one year extensions by mutual agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between the City and the Bank regarding the services.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **INTEGRATED AGREEMENT.** The entire and integrated agreement between the City and the Bank relating to the Services shall consist of:
 - a. This Agreement
 - b. The City's RFP 15-022 and addendums No. 1 through 7
 - c. The Bank's Proposal dated December 16, 2015, responses provided to Selection Committee as clarification, and as modified in accordance with the attached proposal modification
 - d. The attached Online Banking Disclosure Statement and Agreement, user documentation and set-up forms

In the event of conflict among any of the preceding documents, such documents shall govern in the order of precedence as they are listed above.

2. **COMMENCEMENT OF PERFORMANCE.** Except as otherwise agreed by the parties, the Bank shall begin performing each service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. It is understood that the City and the Bank will coordinate the process of providing the needed authorizations and information to ensure that accounts are opened and the necessary supplies and training have been addressed prior to the start of services. The Bank shall continue to perform such services during the term of this Agreement.
3. **TERM.** This Agreement is for an initial term of five years, with two one year extensions ending January 31, 2023, by mutual agreement.

4. **TERMINATION.** This Agreement may be terminated by the City at its convenience, or due to the fault of the Bank, by the City giving ninety (90) calendar days written notice to the Bank. The Bank recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the City and/or a selected successor to the Bank with an orderly transition disposition of all accounts. The Bank shall be paid in accordance with this agreement for all services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

In the event that Bank abandons this Agreement or causes it to be terminated by the City, the Bank shall indemnify the City against any loss pertaining to this termination. All finished or unfinished documents, data and reports prepared by the Bank shall become the property of the City and shall be delivered within five (5) calendar days by the Bank to the City.

5. **EQUAL OPPORTUNITY EMPLOYMENT.** The Bank agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
6. **PUBLIC ENTITY CRIMES ACT.** In accordance with Section 287.133, Florida Statutes, the Bank through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.
7. **ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by the Bank, under any circumstances, without the prior written consent of City.
8. **INDEMNIFICATION OF CITY.** The Bank shall at all times hereafter, indemnify, hold harmless, and defend City, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of the Bank, its agents, or employees in the performance of services under this Agreement.

The Bank further agrees, at all times hereafter, to indemnify, hold harmless and defend the City, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of the Bank resulting from the performance of services under this Agreement for which the City, its agents, or employees are alleged to be liable.

The Bank acknowledges and agrees that the City would not enter into this Agreement without this indemnification of the City by the Bank, and that City's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

9. **INSURANCE.** The Bank shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Indemnification, Automobile Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The Bank shall specifically protect the City by naming the City of Bonita Springs as an additional insured under the Commercial General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference this Agreement, and copies of said policy shall be provided to the City's Finance Director.

- i. Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).
- ii. Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.
- iii. Commercial General Liability Insurance with minimum limits of one million dollars (\$500,000.00) per occurrence.

The City of Bonita Springs is to be named as additional insured with respect to liability arising out of operations performed for the City by or on behalf of the Bank or acts or omissions of the Bank in connection with such operation.

- iv. The Bank shall provide to the City prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by RFP 15-022.

10. PERFORMANCE OF WORK BY BANK/SUBCONTRACTORS.

- i. It is expressly agreed that the Bank is and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to the Bank's sole direction, supervision and control. The Bank shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all the Bank's relationships and the relationship of its employees to the City, shall be that of an independent contractor and not as employees or agents of the City.
- ii. In the event the Bank, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, the Bank must secure the prior written approval of the City's Finance Director. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in Paragraph 9 herein.

11. **LAWS AND REGULATIONS.** It is further understood by the parties that the Bank will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws including, but not limited to, the Fair Debt Collection Practices Act.

12. **CONTRACT COORDINATOR.** The City's Contract Coordinator during the performance of services pursuant to this Agreement shall be the City's Director of Finance.

13. **NO CONTINGENT FEE.** The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bank, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
14. **ATTORNEY'S FEES.** In any action brought by either party for the enforcement of the obligations of the other party, each party shall be responsible for their attorney's fees and costs.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.
16. **AUTHORITY TO ENGAGE IN BUSINESS.** The Bank hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.
17. **ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, currently in effect; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document. This Agreement shall not be superseded by any electronic agreements or acknowledgments that the banking institution posts to initiate a new account and/or change.
18. **MONEY MARKET.** The Bank shall maintain a minimum of .50% APY interest income on the City of Bonita Springs Public Funds Money Market Savings account for the first year of this Agreement. After the first year, the Bank shall review this item on a quarterly basis and adjust accordingly based on market condition, but in no event will the interest income drop below .40% APY for the term of this Agreement .
19. **EARNINGS CREDIT:** For the term of this agreement, the Bank shall maintain an Earnings Credit Rate of a minimum of .50% which will be calculated from the available balances, to be used towards the offset of services fees.
20. **TERMS AND CONDITIONS.** The Bank acknowledges that the Terms and Conditions do not automatically change, but rather must be authorized by the City through a modification to this Agreement.

21. MODIFICATIONS. Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed amendment to this Agreement. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any approved amendments, the latest executed amendment shall take precedence.

22. NOTICES. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to the City and the Bank shall be sent to the addresses as set forth below:

City: Anne K. Wright, Finance Director
City of Bonita Springs
9101 Bonita beach Road
Bonita Springs, Florida 34135

With a copy provided to Audrey Vance, City Attorney, at the above address.

Bank: Emsley E. Hylton II, Government Banking Relationship Manager and
Senior Vice President of Government Banking

BankUnited
2159 Coral Way
Miami, Florida 33145

23. ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY:


CITY CLERK

CITY OF BONITA SPRINGS CITY COUNCIL

BY:

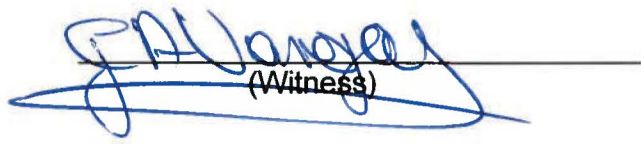

MAYOR

APPROVED AS TO FORM

BY:


CITY ATTORNEY'S OFFICE

ATTEST:


(Witness)

(Witness)

BANKUNITED

BY:


(Authorized Signature)

SVP of Government Banking
(Title)

CORPORATE SEAL

***Modification to referenced sections of the BankUnited Proposal
to the City of Bonita Springs dated December 16, 2015***

PROPOSAL SUMMARY

1. BankUnited will pay a minimum of 0.50% APY on all balances in the Bonita Springs Public Funds Money Market Savings Account for the term of the Agreement.
2. BankUnited will provide two remote deposit scanners at no cost to the City.

SCOPE OF SERVICES – MINIMUM SERVICE REQUIREMENTS

Item 7. Banking Supplies: BankUnited will provide deposit slips, checks (if the City decides to use checks provided by the Bank's vendor), and endorsement stamps at no cost to the City for the term of the agreement.

Item 8. Overdrafts: BankUnited will waive interest charge and fees for up to three daylight overdrafts per calendar year that should occur within the term of this agreement. The City agrees to maintain a minimum compensating balance of \$3 million to cover the cost of agreed upon services, based on current estimated transaction volumes. The amount of the compensating balance will be reviewed no less frequently than quarterly to determine if the minimum compensating balance amount needs to be adjusted with a goal of maintaining a balance that will generate adequate earnings credit to offset banking fees.

PROPOSAL REQUIREMENTS

Item f: BankUnited will provide the City with a copy of the monthly QPD filing report, DFS-J1-1003 within fifteen business days of filing it each month for months that are not the last month of the quarter. For each month that is the last month of the quarter, BankUnited will provide the City with a copy of the monthly QPD filing report, DFS-J1-1003 within forty-five business days of filing, as the Bank is publicly traded and the DFS-J1-1003 form includes equity and growth information.

Item v. The ability to access historical data on the Online Treasury Management for 365 days will include access to deposit details.

Item w: BankUnited will waive interest charge and fees for up to three daylight overdrafts per calendar year that should occur within the term of this agreement.

Item aa: BankUnited will waive the monthly maintenance fee for all City HSA accounts, and also waive the \$25 one-time account set-up fee.

4. COST OF SERVICES

The following schedule of fees shows certain fee amounts modified from the fees included in the Proposal under "4. COST OF SERVICES". These are the agreed upon fees.

**BankUnited****City of Bonita Springs****Schedule of Fees**Earnings
Credit
0.500%Reserve
Requirement
10.00%Borrowed Funds
Book/Collected
6.25%FDIC
Assessment
0.0000%

Description of Services Rendered	Unit Price		
DDA Account Maintenance	\$ 5.00		
Negative Collected Balance Charge	6.25%		
Deposits	\$ 0.04		
Items Deposited	\$ 0.05		
Checks Paid	\$ 0.04		
ACH Debits/Credits	\$ 0.10		
Night Drop per bag	\$ 2.00		
Deposited Items Returned	\$ 10.00		
Deposited Items Recleared	\$ 4.00		
Deposit Returned Special Handling	\$ 5.00		
Deposit Correction	\$ 5.00		
Stop Payments Processed	\$ 15.00		
Insufficient Funds (returned & paid)	\$ 35.00		
Uncollected Funds (returned & paid)	\$ 35.00		
BR Cash Processing (per 1,000)	\$ 0.25		
Wire Transfer - Branch Initiated - Domestic	\$ 25.00		
Wire Transfer - Branch Initiated - International	\$ 45.00		
Wire Transfer - Intra-Bank	\$ 5.00		
Wire Transfer - Foreign Currency	\$ 45.00		
Wire Transfer - Incoming Domestic	\$ 5.00		
Wire Transfer - Incoming International	\$ 5.00		
Wire Transfer - Email Notification	\$ 1.00		
Wire Transfer - Fax Notification	\$ 15.00		
Collection Item - Domestic	\$ 15.00		
Collection Item - Foreign	\$ 10.00		
Collection Item - Foreign (over \$1000)	\$ 100.00		
Online Treasury Management			
OTM Monthly	\$ 25.00		
Image Storage (per item)	\$ 0.03		
Internal Transfer	\$ 2.00		
Wire Transfer - Module Monthly	\$ 20.00		
Wire Transfer - Template Fee	\$ 0.40		
Wire Transfer - Intra-Bank	\$ 5.00		
Wire Transfer - Online Outgoing Domestic	\$ 5.00		
Wire Transfer - Online Outgoing International	\$ 25.00		
Future Dated Wire Cancellation	\$ 5.00		
Stop Payments Processed	\$ 15.00		
Bill Pay	\$ 15.00		
Remote Deposit Capture			
Monthly	\$ 50.00		
Image Deposit	\$ 0.50		
Per Item	\$ 0.05		



City of Bonita Springs

Schedule of Fees

Description of Services Rendered	Unit Price
ACH	
ACH Monthly	\$ 20.00
ACH File Transmission (per file)	\$ 2.00
ACH Per Item	\$ 0.19
ACH Returns	\$ 3.00
ACH Notification of Change	\$ 3.00
ACH Encrypted Email Notification	\$ 1.00
ACH Stop Payment	\$ 30.00
ACH Batch Delete (per event)	\$ 30.00
Deleted Item/Reversal (per occurrence)	\$ 0.17
EDI Service (Monthly Charge)	\$ 20.00
ACH Fraud Protection	\$ 30.00
ACH Alert Service	
ACH Alerts Client Monthly	\$ 20.00
ACH Alerts Account Monthly	\$ 25.00
ACH Alerts E-Mail Message	\$ 1.00
ACH Alerts Text Message	\$ 0.10
ACH Alerts Written Statement Completion	\$ 2.00
ACH Alerts Written Statement Retrieval	\$ 10.00
Positive Pay	
PP Monthly	\$ 20.00
PP Per Item	\$ 0.06
PP Per Exception	\$ 2.00
Payee Positive Pay Monthly	\$ 65.00
Payee Positive Pay Per Item	\$ 0.10
Reconciliation	
Account Reconciliation	\$ 45.00
Account Reconciliation per item	\$ 0.04
Deposit Reconciliation	\$ 45.00
Deposit Reconciliation per item	\$ 0.10
Zero Balance Account	
Master Account	\$ 10.00
Subsidiary Account	\$ 10.00
Cash Vault Service	
Cash Services Deposit Pickup	\$ 2.00
Currency Deposit Per Thousand	\$ 0.25
Cash Services Fax Notification	\$ -
Cash Research (per hour)	\$ 15.00

REQUESTED MOTION: Adopt a Resolution appointing/reappointing members to the Historic Preservation Board, the Art in Public Places Board, the Tree Advisory Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Local Planning Agency, and the Board for Land Use Hearings & Adjustments and Zoning Board of Appeals; and providing for an effective date.

REQUESTOR: Debra Filipek, City Clerk

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation #3 Community Aesthetics

BACKGROUND:

HISTORIC PRESERVATION BOARD: The Historic Preservation Board is to consist of seven members with three-year terms. The terms of Board Members Alex Grantt and Richard Meyers are set to expire December 31, 2022. Both Members have expressed a desire to be reappointed. If both are reappointed, it would leave two vacancies on the Board.

ART IN PUBLIC PLACES BOARD: The Art in Public Places Board is to consist of eleven members with three-year terms. The terms of Gary Price, Shelley Anderson, and Melissa Layner have terms that are set to expire December 31, 2022. All three members have expressed their desire to be reappointed, and there is one application on file from former Council Member Amy Quaremba. The three reappointments and one appointment would result in five vacancies remaining on the Board.

BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE: The Bicycle Pedestrian Safety Advisory Committee is to consist of seven members with two-year terms. The terms of Tim Dempsey, Steven Ivaniszyn, Joseph McClamma, Elizabeth Strikeman, and Lindsay Robin are set to expire December 31, 2022. All five members have expressed their desire to be reappointed. Reappointment of all five members would result in a full Board.

TECHNOLOGY ADVISORY COMMITTEE: The Technology Advisory Board (TAB) is to consist of seven members with one-year terms. The terms of Vincent Marchesani, Tim Deaton, Jim Kauffman, John Poldoian, and Susan Bickel are set to expire December 31, 2022. All five members have expressed a desire to be reappointed. Reappointment of all five members would result in a full Board.

TREE ADVISORY BOARD: The Tree Advisory Board is to consist of seven members with three-year terms. The terms of Phil Buck, John Pratt, David Dore-Smith, and Barbara Ogle are set to expire December 31, 2022. Board Members Buck, Dore-Smith, and Ogle have expressed their desire to be reappointed. The three reappointments would result in two vacancies on the Board.

BOARD FOR LAND USE HEARINGS & ADJUSTMENTS AND ZONING BOARD OF APPEALS: Land Development Code Section 4-121 states that the Zoning Board shall be comprised of 7 members, who shall be legal residents of the City. Each Council Member is entitled

to make a recommendation to the Council of at least one zoning board member. The terms of Bruce Galloway, Gary Gambrell, Ben Hershenson, and Gerald Benson are set to expire December 31, 2022. All four members have expressed their desire to be reappointed. Reappointment would result in a full Board.

LOCAL PLANNING AGENCY: Ordinance No. 00-02 states that the Planning Commission (LPA) shall be comprised of seven members, who shall be legal residents of the City. Each Council Member is entitled to make a recommendation to the Council of at least one planning commissioner. The terms of Jeff Maturo and Robert Bornstein are set to expire December 31, 2022. Both members have expressed their desire to be reappointed. Reappointment would result in one vacancy on the Board. There are no applications on file.

STAFF RECOMMENDATION: ADOPT RESOLUTION

ATTACHMENTS:

1. Resolution
2. Application of Amy Quaremba, Art in Public Places Board

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 22 -

A RESOLUTION APPOINTING/REAPPOINTING MEMBERS TO THE HISTORIC PRESERVATION BOARD, THE ART IN PUBLIC PLACES ADVISORY BOARD, THE TREE ADVISORY COMMITTEE; THE BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE, THE TECHNOLOGY ADVISORY BOARD, THE LOCAL PLANNING AGENCY; AND THE BOARD FOR LAND USE HEARINGS & ADJUSTMENTS AND ZONING BOARD OF APPEALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 17, 2006 the City of Bonita Springs adopted Ordinance No. 06-8 creating the Historic Preservation Board, which has been amended to date by Ordinance No. 13-20, and the Board is to consist of seven members with three-year terms; and

WHEREAS, the term of Board Members Alex Grantt and Richard Meyers are set to expire December 31, 2022, and both Members have expressed a desire to be reappointed; and

WHEREAS, on December 7, 2005, the City Council approved Ordinance No. 05-18 establishing the Art in Public Places Program and Advisory Board, which was later amended by Ordinance No. 18-16 providing for eleven members with three-year terms; and

WHEREAS, the terms of Gary Price, Shelley Anderson, and Melissa Layner have terms that are set to expire December 31, 2022, and have expressed their desire to be reappointed, and there is one application on file; and

WHEREAS, on November 7, 2012, the City Council adopted Resolution 12-84 creating the Bicycle Pedestrian Safety Advisory Committee, which was later amended by Resolution No. 13-33 providing for the Committee to consist of seven members with two year terms; and

WHEREAS, the terms of Tim Dempsey, Steven Ivaniszyn, Joseph McClamma, Elizabeth Strikeman, and Lindsay Robin are set to expire December 31, 2022, and all five members have expressed their desire to be reappointed; and

WHEREAS, on May 19, 2010, City Council established the Information Technology Committee by Resolution 10-35, which was restated as the Technology Advisory Board (TAB) by Resolution No. 12-31, which provides for the Board is to consist of seven members, with one-year terms; and

WHEREAS, the terms of Vincent Marchesani, Tim Deaton, Jim Kauffman, John Poldoian, and Susan Bickel are set to expire December 31, 2022, and all five members have expressed a desire to be reappointed; and

WHEREAS, on September 7, 2006, City Council approved Ordinance No. 06-10 establishing a Tree Advisory Board to consist of seven members with three-year terms; and

WHEREAS, the terms of Phil Buck, John Pratt, David Dore-Smith, and Barbara Ogle are set to expire December 31, 2022, and Board Members Buck, Dore-Smith, and Ogle have expressed their desire to be reappointed; and

WHEREAS, Land Development Code Section 4-121 states that the Zoning Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council; and

WHEREAS, the terms of Bruce Galloway, Gary Gambrell, Ben Hershenson, and Gerald Benson are set to expire December 31, 2022, and all four members have expressed their desire to be reappointed; and

WHEREAS, Ordinance No. 00-02 states that the Planning Commission (LPA) shall be comprised of seven members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council; and

WHEREAS, the terms of Jeff Maturo and Robert Bornstein are set to expire December 31, 2022, and both members have expressed their desire to be reappointed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Florida:

Section 1: Historic Preservation Board: Alex Grantt and Richard Meyers are hereby reappointed to the Historic Preservation Board. Said terms shall commence January 1, 2023 and expire December 31, 2025.

Section 2: Art in Public Places Board: Gary Price, Shelley Anderson, and Melissa Layner are hereby reappointed and former Council Member Amy Quaremba is hereby appointed to the Art in Public Places Board. Said terms shall commence January 1, 2023 and expire December 31, 2025.

Section 3: Bicycle Pedestrian Safety Committee: Tim Dempsey, Steven Ivaniszyn, Joseph McClamma, Elizabeth Strikeman, and Lindsay Robin are hereby reappointed to the Bicycle Pedestrian Safety Committee. Said terms are to commence January 1, 2023 and expire December 31, 2024.

Section 4: Tree Advisory Board: Phil Buck, David Dore-Smith, and Barbara Ogle are hereby reappointed to the Tree Advisory Board. Said terms shall commence January 1, 2023 and expire December 31, 2025.

Section 5: Technology Advisory Board: Vincent Marchesani, Tim Deaton, Jim Kauffman, John Poldoian, and Susan Bickel are hereby reappointed to the Technology Advisory Board. Said terms shall commence January 1, 2023 and expire December 31, 2023.

Section 6. Zoning Board: Bruce Galloway, Gary Gambrell, Ben Hershenson, and Gerald Benson are hereby reappointed to the Zoning Board. Said terms shall commence January 1, 2020 and expire December 31, 2025.

Section 7: Local Planning Agency: Jeff Maturo and Robert Bornstein are hereby reappointed to the Local Planning Agency. Said terms shall commence January 1, 2023 and expire December 31, 2025.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of December, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Carr
Forbes
Bogacz
Purdon

Corrie
Fullick
Steinmeyer

Date filed with City Clerk: _____

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO

CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # _____

DATE: _____

PLEASE COMPLETE ALL SECTIONS

NAME: <u>Quaremba</u> <u>Amelia</u>		
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>5051 Pelican Colony Blvd #1609</u>		
Street	City	Zip Code
	<u>Bonita Springs FL</u>	<u>34134</u>
BUSINESS ADDRESS:		
<u>N/A</u>		
Street	City	Zip Code
MAILING ADDRESS:		
<u>Same as above</u>		
Street	City	Zip Code
<u>Cell</u>		
PHONE NO. <u>518 469-2379</u>	CELL PHONE # <u>239-947-2955</u>	
	Home	Business
E-MAIL ADDRESS: <u>ABQuaremba@gmail.com</u>		
FAX: _____		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

ART in Public Places

NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

former District I city council member

Retired EVP Hartford financial group,

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: See above

RECEIVED BY THE CLERK OF THE CITY OF BONITA SPRINGS

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

NONE

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N/A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

Amelia Quaresima

Signature

4/19/22

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:

OR

RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

REQUESTED MOTION: Adopt Resolution approving the Selection Committee's recommendation to engage thirteen qualified firms to provide FEMA Public Assistance Grant Services for the City.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND: On September 9, 2022, the City issued a Request for Proposals for FEMA Public Assistance (PA) Grant Program Services, RFP 22-11.

On November 15, 2022, the City received thirteen (13) qualified proposals.

- ICF Incorporated, LLC
- Tidal Basin Government Consulting, LLC
- Hagerty Consulting, Inc.
- Innovative Emergency Management, Inc. (IEM)
- Hunt, Guillot and Associates, LLC (HGA)
- Aptim Environmental & Infrastructure, LLC
- Integrated Solutions Consulting, Inc. (ISC)
- DCMC Partners, LLC
- The LSH Group, LLC
- Tetra Tech, Inc.
- Witt O'Brien's, LLC
- Goodwyn Mills Cawood, LLC (GMC)
- Atkins North America, Inc.

On December 13, 2022, the Selection Committee met to discuss the proposals, and after review, the Committee formed the recommendation to engage all thirteen firms to provide FEMA Public Assistance Grant Services for the City.

STAFF RECOMMENDATION: Adopt Resolution approving the committee's recommendation to engage all thirteen qualified firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek

Council Action: Approved __ Denied __ Deferred __ Other _____

CITY OF BONTIA SPRINGS, FLORIDA
RESOLUTION NO. 22-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION OF ENGAGING THIRTEEN (13) FIRMS TO PROVIDE FEMA PUBLIC ASSISTANCE GRANT SERVICES TO THE CITY, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS WITH THE THIRTEEN (13) FIRMS SELECTED.

WHEREAS, on November 15, 2022, the City received thirteen (13) submittals in response to the City's Request for Proposals for FEMA Public Assistance Grant Services (RFP 22-11); and

WHEREAS, on December 13, 2022, the Selection Committee discussed the qualifications of the firms and unanimously voted to award contracts for FEMA Public Assistance Grant Services to all thirteen (13) firms to meet the intent of the solicitation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to enter into agreements with the top thirteen (13) firms for FEMA Public Assistance Grant Services. A list of the qualified firms, in no particular order, is attached hereto as Exhibit "A."

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of December, 2022.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Steinmeyer	Corrie
Bogacz	Fullick
Purdon	Forbes
Carr	

Date filed: _____

EXHIBIT A

ICF Incorporated, LLC
1902 Reston Metro Plaza
Reston, VA 20190

Witt O'Brien's, LLC
818 Town & Country Blvd, Suite 200
Houston, TX 77024

Tidal Basin Government Consulting, LLC
400 International Parkway, Suite 300
Lake Mary, FL 32746

Goodwyn Mills Cawood, LLC (GMC)
One Tampa City Center
201 N. Franklin Street, Suite 250
Tampa, FL 33602

Hagerty Consulting, Inc.
1618 Orrington Avenue, Suite 201
Evanston, IL 60201

Innovative Emergency Management, Inc. (IEM)
2801 Slater Road, Suite 200
Morrisville, NC 27560

Hunt, Guillot and Associates, LLC (HGA)
9357 Interline Avenue
Baton Rouge, LA 70809

Aptim Environmental & Infrastructure, LLC
6401 Congress Avenue
Boca Raton, FL 33499

Integrated Solutions Consulting, Inc. (ISC)
220 South Buchanan Street
Edwardsville, IL 62025

DCMC Partners, LLC
400 Hilltop Terrace
Alexandria, VA 22301

The LSH Group, LLC
P.O. Box 07332,
Fort Myers, FL 33919

Tetra Tech, Inc.
9970 Bavaria Road
Fort Myers, FL 33913

Atkins North America, Inc.
1514 Broadway, Suite 202
Fort Myers, FL 33901

REQUESTED MOTION: Discussion regarding a potential ordinance to prohibit thru-trucks along the Old 41 Corridor.

REQUESTOR: Deputy Mayor Fred Forbes, District 6

AGENDA: Mayor & Council Member Items

STRATEGIC PRIORITY: #2 Transportation #8 Economic Development

BACKGROUND:

While the City has made significant progress downtown, we have received concerns regarding loud noises, traffic congestion, and pedestrian safety caused by large trucks passing through the downtown.

I would like to discuss with Council whether direction should be given to staff to investigate the need of no thru-trucks on the Old 41 corridor. I would like Council to consider the following directions to staff:

1. Staff could review any available traffic study information regarding truck traffic along the corridor;
2. Any proposed regulation should not inhibit delivery or pick-up of goods or services to residents and businesses located in the downtown corridor;
3. Staff should coordinate with LCSO regarding potential enforcement issues;
4. Staff can advise the type of signage that would be required to reroute thru-trucks, as well as appropriate locations.

STAFF RECOMMENDATION: Council's pleasure.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Second Reading and Public Hearing of the following ordinance: AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2022-2023 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Public hearing

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Florida Statutes §163.3177(3) (a) requires that local government comprehensive plans contain a capital improvement element designed to consider the need for and the location of public facilities. There is also the requirement that local governments review the capital improvement elements on an annual basis. As part of the mandatory Evaluation and Appraisal Review (EAR), Bonita Springs updates the five-year capital improvement schedule annually by ordinance.

A “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing.

Exhibit A includes the budget for FY 2022-2023 which was adopted by City Council at the budget hearing on September 21, 2022.

STAFF RECOMMENDATION: Adopt Ordinance

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 22-__

AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2022-2023 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute §163.3177(3)(a) requires that local government comprehensive plans contain a capital improvements element designed to consider the need for and the location of public facilities; and

WHEREAS, Florida Statute §163.3177(3)(b) requires that local governments review the capital improvements element on an annual basis, and provides that modifications to update the five-year capital improvements schedule may be accomplished by ordinance; and

WHEREAS, “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing; and

WHEREAS, Florida Statute §163.3177(3)(a)4 requires that projects necessary to achieve and maintain adopted levels of service for the five-year planning period be included in the capital improvement schedule; and

WHEREAS, review by the City of Bonita Springs Local Planning Agency is not required for a capital improvements schedule update, which is not an amendment to the Comprehensive plan; and

WHEREAS, the Bonita Springs City Council held the required public hearings with all required public notice for the purpose of hearings.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: RECITALS/INTENT. The recitals set forth above are true and correct and constitute legislative findings of the City Council.

SECTION 2: AMENDMENT TO THE CAPITAL IMPROVEMENT SCHEDULE. The Capital Improvement Program Annual Update is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: CODIFICATION. It is the intent of the City of Bonita Springs City Council that the provisions of this Ordinance shall be codified into the Bonita Springs Comprehensive Plan, specifically as an update to Objective 1.5 of the Capital Improvements Element. The Code Codifier is hereby granted authority to update the Capital Improvement Program or to otherwise make notation by reference to this Ordinance in the City of Bonita Springs Comprehensive Plan, as amended.

SECTION 4: EFFECTIVE DATE. The effective date of this Ordinance shall be thirty days from its adoption date.

SECTION 5: CONFLICTS. This ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists.

SECTION 6: SEVERABILITY. If any part of this ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of December 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	_____	Fullick	_____
Purdon	_____	Bogacz	_____
Forbes	_____	Steinmeyer	_____
Corrie	_____		

Date filed with City Clerk: _____

Capital Improvement Program Annual Update
Exhibit A

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)										
30.250.538.6100	Land acquired for stormwater purposes	Planning	General Fund	-	-	-	-			1,250,000
			Federal Appropriations	5,000,000					5,000,000	
			HMGP Grant	-	-	-	-		-	
			Project Total	5,000,000	-	-	-		6,250,000	
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	Grant-FDEO		-	-	-			4,065,921
			General Fund	1,000,000	-	-	-		1,843,101	
			Project Total	1,000,000	-	-	-		5,909,022	
30.250.538.6806	Pine Lake Preserve	Construction	Grant-FDEP	-	-	-	-			217,823
			General Fund	-	-	-	-		129,995	
			Project Total		-	-	-		347,818	
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	-	-	-	-			153,471
			Grant-LMS-FDEM	-	-	-	-		47,244	
			Grant-LMS-FEMA	-	-	-	-		1,599,375	
			Project Total		-	-	-		1,800,090	
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Design	General Fund	200,000	4,017,483		-			7,512,200
			Stormwater Fee	2,800,000					2,800,000	
			Grant-LMS-FDEM	-	-	-	-		-	
			Grant-LMS-FEMA	-	-	-	-		7,074,835	
			Project Total	3,000,000	4,017,483	-	-		17,387,035	
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Design	Grant-FDEP	-	-	-	-			750,000
			Grant-FDEO	-	-	-	-		10,891,823	
			Project Total		-	-	-		11,641,823	
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	100,000	-	-	-			100,000
			Grant-FDEP	-	-	-	-		-	
			Project Total	100,000	-	-	-		100,000	
30.250.538.6812	Big Bend Road Drainage	Construction	Gas Tax	-	-	-	-			397,725
			General Fund	-	-	-	-		546,333	
			BSU Portion	-	-	-	-		103,200	
			Project Total						1,047,258	
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	330,910	330,910	-	-			943,909
			Grant-FDEM	-	-	-	-		2,953,359	
			Project Total	330,910	330,910	-	-	-	-	3,897,268
Total Improvement Storm Water Management				\$ 9,430,910	\$ 4,348,393	\$ -	\$ -	\$ -	\$ -	\$ 48,380,314

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
TRANSPORTATION (2nd STRATEGIC PRIORITY)										
<i>Bonita Beach Road Visioning and Quadrant:</i>										
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	-	-	-	-	-	-	-
			Gas Tax	-	-	-	-	-	-	-
			Road Impact Fee	-	-	1,000,000	300,000	500,000	19,704,233	28,273,299
			Project Total	-	-	1,000,000	300,000	500,000	19,704,233	28,273,299
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	-	-	-	-	-	1,000,000	1,859,511
Total Bonita Beach Road Visioning and Quadrant				-	-	1,000,000	300,000	500,000	20,704,233	30,132,810
<i>Sidewalks and Multi-Use Pathways:</i>										
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	Road Impact Fee	750,000	-	550,000	75,000	-	1,600,000	2,975,000
			Grant - CDBG	300,000	200,000	300,000	300,000	-	1,500,000	2,900,000
			Park Impact Fee	-	-	-	-	-	1,000,000	1,000,000
			Project Total	1,050,000	200,000	850,000	375,000	-	4,100,000	6,875,000
30.250.541.6323	W. Terry St. Multi-Use Pathway	Construction	General Fund	-	-	-	-	-	-	497,512
			Park Impact Fee	-	-	-	-	-	-	1,010,146
			Road Impact Fee	899,988	-	-	-	-	-	912,321
			Project Total	899,988	-	-	-	-	-	2,419,979
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	-	-	-	-	-	-	50,000
			Road Impact Fees	-	-	-	-	-	-	4,938,995
			Project Total	-	-	-	-	-	-	4,988,995
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	Gas Tax	-	-	-	-	-	-	771,551
			General Fund	-	821,924	-	-	-	-	2,314,144
			Road Impact Fees	2,807,300	-	-	-	-	-	3,215,042
			Project Total	2,807,300	821,924	-	-	-	-	6,300,737
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	General Fund	350,000	350,000	-	-	-	-	1,057,999
			Gas Tax	-	-	350,000	350,000	350,000	1,750,000	3,042,611
			Project Total	350,000	350,000	350,000	350,000	350,000	1,750,000	4,100,610
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Road Impact Fees	-	-	-	-	-	858,130	858,130
30.250.541.6333	Bonita Dr Pathway-Old 41 to Streetsboro Ln	Completed	Park Impact Fee	-	-	-	-	-	-	48,769
			Road Impact Fee	-	-	-	-	-	-	292,574
			General Fund	-	-	-	-	-	-	23,677
			Project Total	-	-	-	-	-	-	365,020
30.250.541.6334	Maddox Lane Sidewalk	Construction	Road Impact Fee	-	-	-	-	-	-	37,793
			Project Total	-	-	-	-	-	-	37,793
30.250.541.6335	W. Terry - Pine St to Railroad	Construction	Gas Tax	-	-	-	-	-	-	28,908
			General Fund	-	-	-	-	-	-	57,179
			Project Total	-	-	-	-	-	-	86,087

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
30.250.541.6336	Imperial Shores Blvd Sidewalk	Construction	Road Impact Fee	550,067	-	-	-			1,855,610
			Gas Tax							314,538
			General Fund							-
			Project Total	550,067	-	-	-	-	-	2,170,148
30.250.541.6337	Dean Street Path & Sidewalk	Planning	General Fund	-	-	-	-			141,843
			Road Impact Fee						2,624,892	2,624,892
			Project Total	-	-	-	-	-	2,624,892	2,766,735
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Impact Fees	330,410	500,000	755,660	2,500,000			4,195,937
			General Fund	-	-	-	-			-
			Project Total	330,410	500,000	755,660	2,500,000			4,195,937
30.250.541.6345	Cockleshell Sidewalk	Construction	Park Impact Fee	-	-	-	-			109,887
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Planning	Road Impact Fees	830,918	-	-	-			901,558
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fees	339,260	339,260	-	-		5,201,900	10,200,450
30.250.541.6348	Rosemary Drive	Planning	Road Impact Fees	1,166,580	1,166,580	-	-			2,697,370
30.250.541.6364	E. Terry Street Multi-use Pathway	Planning	Grant - CDBG	16,833,197	-	-	-			16,833,197
Total Sidewalks and Multi-Use Pathways				25,157,720	3,377,764	1,955,660	3,225,000	350,000	14,534,922	65,907,633
30.250.541.6308	Asphalt Overlays	Recurring	Gas Tax	500,000	200,000	125,000	125,000	200,000	750,000	2,400,000
30.250.541.6319	Roadway Restriping	Recurring	Gas Tax	250,000	188,990	188,990	100,000	100,000	944,940	1,973,460
30.250.541.6328	Decorative Street Lights conversion to LED	Construction	Gas Tax	-	-	-	-			43,582
30.250.541.6342	Traffic Calming	Construction	Gas Tax	50,000	15,000	15,000	50,000	50,000	250,000	520,000
30.250.541.6343	Bridge Maintenance	Recurring	Gas Tax	300,000	400,000	50,000	50,000	50,000	300,000	1,379,672
30.250.541.6349	Forrester Drive Drainage	Planning	General fund	-	-	-	-			22,362
			Gas Tax	-	-	-	-			314,538
			Project Total		-	-	-			336,900
30.250.541.6357	Old 41 Bike Ped Improv. Terry	Planning	General Fund	100,000	541,612	3,014,618	4,500,000	1,629,235		9,785,465
30.250.541.6358	Paradise Road Bike Ped Improvements	Planning	Road Impact Fees	100,000	200,000	663,675	5,000,000	6,163,675	806,513	12,933,863
Total Transportation				\$ 26,457,720	\$ 4,923,366	\$ 7,012,943	\$ 13,350,000	\$ 9,042,910	\$ 38,290,608	\$ 125,413,385

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)										
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund	100,000	100,000	100,000	100,000	100,000	1,000,000	1,900,000
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	110,000	110,000	110,000	110,000	110,000	600,000	1,898,588
Total Environmental Protection				\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 1,600,000	\$ 3,798,588
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)										
30.000.519.6000	Exotic Removal of FPL ROW Path	Planning	General Fund	-	-	-	-			10,500
30.250.541.6310	FDOT Pond on Arroyal Rd	Planning	General Fund	-	-	-	-			87,168
30.250.541.6315	East Terry Vegetative Buffer/Wall	Construction	General Fund	-	-	-	-			227,196
30.250.541.6906	Median Landscape Enhancement	Design	General Fund	-	-	-	-			761,260
30.270.519.4910	Highway Monuments/Welcome Signs	Planning	General Fund	250,000	250,000	-	-			1,388,466
30.270.519.4911	Urban Design	Planning	General Fund	300,000	100,000	-	-		1,000,000	1,589,459
30.270.519.4912	Goodbread Grocery	Planning	General Fund	100,000	-	-	-			498,100
30.270.519.4920	Flagpole along I-75	Planning	General Fund	-	-	-	-			90,000
30.270.541.6322	Imperial River US 41 Bridge Beautification	Planning	General Fund	-	-	-	-		2,000,000	2,114,000
30.270.545.6355	Parking Garage Feasibility	Planning	General Fund	-	-	-	-			50,000
30.270.572.6000	Additional Soccer Fields	Design	General Fund	2,625,000	275,000	-	-			2,900,000
			Park Impact Fees	300,000	400,000	-	-			797,300
			Project Total	2,925,000	675,000	-	-	-	-	3,697,300
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-			138,000
30.270.572.6360	City Wide Park Lighting Conversion LED	Design	General Fund	20,500	50,000	50,000	50,000	50,000	2,000,000	2,220,500
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	-	-	-	-			99,684
30.602.572.6022	Small Recreation Building Improvements	Planning	General Fund	-	-	-	-			60,000
30.603.572.6008	Comm Park Sealcoating and Stop Replacements at Parking Lot	Construction	General Fund		-	-	-			52,783
30.603.572.6015	Baseball Complex Master Plan for Design & Construction Phase II	Construction	General Fund	2,500,000	500,000	-	-		1,000,000	6,320,437
30.603.572.6017	Comm Park Basketball/Futsal Pavilion Resurfacing	Planning	General Fund	-	-	-	-		100,000	100,000
30.603.572.6350	Community Park Tennis Court Resurface	Planning	General Fund	-	-	-				13,360
30.603.572.6361	Community Park Playground Surface Resealing	Construction	General Fund	30,000					50,000	80,000
30.604.572.6000	Pool Geothermal Heater/Chiller	Construction	General Fund	-	-	-	-			100,000
30.604.572.6001	Pool and Fountain Resurfacing	Construction	General Fund	15,000	-	-	-			80,000
30.604.572.6023	Pool Roof Replacement	Construction	General Fund	20,000	-	-	-			70,000

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
30.604.572.6024	Pool Family Restroom	Design	Park Impact Fees	-	-	-	-			100,000
30.605.572.6009	Riverside Park Sealcoating and Stop Replacements on Parking Lot	Construction	General Fund	-	-	-	-			28,912
30.605.572.6010	Riverside Park Lighting to LED	Planning	General Fund	-	-	-	-			18,000
30.605.572.6013	Bandshell Sidewalk/brick paver and flag pole holder replacement	Construction	General Fund	-	-	-	-			36,009
30.605.572.6205	Bandshell Renovations & Updates	Construction	General Fund	75,000	200,000				500,000	775,000
30.605.572.6351	Depot Park Playground Expansion	Design	General Fund	150,000	-	-	-		3,000,000	3,250,000
			Park Impact Fee	-						-
			Project Total	150,000	-	-	-	-	3,000,000	3,250,000
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	500,000	-	-	-			548,850
30.605.572.6359	Bandshell Lawn Artificial Turf	Construction	General Fund	350,000						350,000
30.609.572.6025	Former Community Hall & Banyan Tree Park	Planning	General Fund	500,000	500,000	500,000	1,000,000			2,500,000
			Park Impact Fee						1,000,000	1,000,000
			Project Total	500,000	500,000	500,000	1,000,000	-	1,000,000	3,500,000
30.610.572.6016	Dog Park Shade Structures	Construction	Park Impact Fee							14,653
30.610.572.6021	Dog Park Trail Overlay	Construction	General Fund	-	-	-	-			45,000
30.613.572.6029	Sealcoating Soccer Complex Parking	Planning	General Fund	-	-	-	-			17,000
30.615.572.6200	Liles Hotel & Plaza wall exterior painting	Design	General Fund	-	-	-	-			15,210
30.617.572.6001	Nature Place updates & Expansions	Construction	Park Impact Fee	-	-	-	-		250,000	250,000
30.620.572.6028	Sealcoating Soccer Marni Fields Parking	Planning	General Fund	-	-	-	-			17,000
30.620.572.6352	Marni Fields Install Water & Sewer	Design	General Fund	150,000	-	-	-			199,450
30.622.572.6362	Cullum's Bonita Trail Extension	Planning	General Fund						750,000	750,000
30.628.572.6001	Mayhood Park Exotics Removal	Construction	General Fund	-	-	-	-			60,250
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	250,000	-	-	-			330,000
31.000.552.6311	Downtown Redevelopment	Construction	General Fund	-	-	-	-			95,381
31.602.572.6000	Recreation Center Expansion and Improvements	Construction	General Fund	-	200,000	-	-			200,000
			Park Impact Fees	300,000	-	-	-			300,000
			Project Total	300,000	200,000	-	-	-	-	500,000
31.603.572.6001	Community Park Improvements	Construction	General Fund	-	-	-	-			14,015
31.604.572.6000	Pool Landscaping	Planning	General Fund	-	-	-	-			36,624
31.604.572.6002	Children's Activity Pool & Family Restroom	Planning	General Fund	1,000,000	-	-	-			1,062,502
			Park Impact Fees	-	-	-	-			956,931
			Project Total	1,000,000	-	-	-			2,019,433

CAPITAL IMPROVEMENT PLAN

Fiscal Year 2022-2023

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
31.605.572.6008	Skate Park	Construction	General Fund	95,000						365,000
			FDEP /LWCF Grant	-	-	-	-			279,849
			Park Impact Fee	-	-	-	-			600,302
			Project Total	95,000	-	-	-	-	-	1,245,151
31.610.572.6005	Additional Trails/Entrance	Construction	Park Impact Fee							7,133
31.621.572.6007	River Prk-US 41	Complete	Grant-TDC							50,616
			Park Impact Fe e	-	-	-	-			15,900
			General Fund	-	-	-	-			36,500
			Project Total		-	-	-	-	-	103,016
Total Community Aesthetics Strategic Priority				\$ 9,580,500	\$ 2,475,000	\$ 550,000	\$ 1,050,000	\$ 50,000	\$ 11,650,000	\$ 34,174,300
GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)										
30.240.513.6400	Technology Enhancements- Community Development Building Permits	Construction	Building Fee Fund	-	-	-	-			856,347
30.240.539.6354	Technology Infrastructure Planning	Planning	Grant	-	-	-	-			250,000
Total Government Transparency Strategic Priority				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,106,347
OTHER CAPITAL PROJECTS										
30.240.513.6401	Technology Equipment	Recurring	General Fund	140,000	50,000	50,000	50,000	50,000	50,000	442,137
30.240.513.6402	Back ups for Server Data	Planning	General Fund	-	-	-	-			14,811
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	1,500,000	2,500,000	1,000,000	1,000,000	1,000,000	10,000,000	17,228,869
30.270.519.4927	Security Upgrades in City Facilities	Construction	General Fund	-	-	-	-			9,578
30.270.519.4935	City Hall Generator Replacement	Planning	General Fund	100,000	-	-	-			726,560
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt Overlay	Planning	General Fund	300,000	-	-	-			385,000
30.631.572.6210	Old Library	Construction	General Fund	250,000						600,000
30.270.519.6400	Vehicle Major Repairs and Replacement	Recurring	General Fund	-	-	75,000	75,000		150,000	447,782
30.270.519.6401	Elevator-City Hall	Planning	General Fund	95,000	5,000	10,000	15,000	10,000	200,000	335,000
30.402.513.6400	Cameras in Council Chambers	Construction	General Fund	-	-	-	-			1,663
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	Construction	General Fund	25,000	-	-	-			112,359
30.615.572.6030	Liles Hotel/Plaza/Cottages/Dock Security Cameras	Planning	General Fund	-	-	-	-			20,316
Total Other Capital Projects				2,410,000	2,555,000	1,135,000	1,140,000	1,060,000	10,400,000	20,324,075
TOTAL CAPITAL IMPROVEMENT PLAN				\$ 48,089,130	\$ 14,511,759	\$ 8,907,943	\$ 15,750,000	\$ 10,362,910	\$ 61,940,608	\$ 233,197,009

CAPITAL IMPROVEMENT PLAN**Fiscal Year 2022-2023**

Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
			FUNDING SOURCES							
			Funding/ Revenue Source	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Years 2027-2028 to 2031-2032	Total Ten Year Plan
			General Fund	13,181,410	10,901,929	4,909,618	6,900,000	2,949,235	23,400,000	81,717,330
			Gas Tax	1,100,000	803,990	728,990	675,000	750,000	3,994,940	11,186,585
			Grants	22,133,197	200,000	300,000	300,000	-	1,500,000	52,914,042
			Road Impact Fee	7,774,523	2,205,840	2,969,335	7,875,000	6,663,675	30,795,668	76,912,834
			Park Impact Fee	1,100,000	400,000	-	-	-	2,250,000	6,809,871
			Stormwater Fee	2,800,000	-	-	-	-	-	2,800,000
			Building Fees	-	-	-	-	-	-	856,347
			TOTAL	\$ 48,089,130	\$ 14,511,759	\$ 8,907,943	\$ 15,750,000	\$ 10,362,910	\$ 61,940,608	\$ 233,197,009
					Year 1 to 5 Budgeted Expenditures			\$ 97,621,742		

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-210
December 21, 2022

REQUESTED MOTION: First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS AUTHORIZING THE LEASE OF A PORTION OF REAL PROPERTY WITHIN LEITNER NEIGHBORHOOD PARK TO CAFÉ OF LIFE; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: n/a

BACKGROUND:

On February 20, 2013, the City Council adopted Ordinance 13-03 authorizing a lease agreement for the use of Leitner Park to be used by the Café of Life for operation of a meal center during defined hours. The original agreement provides for an initial term of ten years, with the option to renew for additional five-year terms provided that the Café provides of intent to renew at least six months prior to the expiration of the agreement. The current agreement is set to expire on March 22, 2023.

On March 15, 2022, staff received correspondence from the Café of Life requesting for the lease agreement to be renewed for another ten-year term, as opposed to a five-year term. The Café advised that they are not requesting any other modifications to the lease.

The City Charter requires that any conveyance or lease of real property be authorized by ordinance. This is the first reading of an ordinance authorizing the new ten-year term.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	

Council Action: Approved __ Denied __ Deferred __ Other _____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23-

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS
AUTHORIZING THE LEASE OF A PORTION OF REAL
PROPERTY WITHIN LEITNER NEIGHBORHOOD PARK TO
CAFÉ OF LIFE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 27(e) of the City of Bonita Springs City Charter requires an ordinance for the conveyance or lease of any City real or personal property; and

WHEREAS, on March 22, 2013, the City of Bonita Springs ("City") entered into a lease agreement with the Cafe of Life, Inc. ("Lessee") for a public / private partnership to create a turnkey city park built by Cafe of Life, Inc., for a portion of that facility to be used by Cafe of Life, Inc., for operation of its meal center during defined hours with the remainder of the time the facility operated as a city park (the "Agreement"); and

WHEREAS, the Agreement provided for a term of ten (10) years with the option to renew for an additional five (5) years; and

WHEREAS, on March 15, 2022, the City received written correspondence requesting renewal of the Agreement for an additional term of ten (10) years.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby authorizes the renewal of the lease agreement, attached hereto as Exhibit "A", for an additional term of ten (10) years.

Section 3. This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of January, 2023

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

Vote:

Steinmeyer

Corrie

Bogacz

Fullick

Purdon

Forbes

Carr

Date Filed With City Clerk: _____

Public Private Partnership Lease Agreement

THIS AGREEMENT is made and entered into this ____ day of January, 2023, between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("City") and the Café of Life, a Florida non-profit corporation, whose mailing address is P.O BOX 367794 Bonita Springs FL 34136, ("Lessee" or "Café").

RECITALS

WHEREAS, on October 17, 2012, City Council provided direction for city staff to request from Lee County the property acquired on Nomad Drive in the Leitner Creek Area as part of the Imperial Parkway construction; and

WHEREAS, on March 22, 2013, the City of Bonita Springs ("City") entered into a lease agreement with the Cafe of Life, Inc. ("Lessee") for a public / private partnership to create a turnkey city park built by Cafe of Life, Inc., for a portion of that facility to be used by Cafe of Life, Inc., for operation of its meal center during defined hours with the remainder of the time the facility operated as a city park (the "Agreement"); and

WHEREAS, the Agreement provided for a term of ten (10) years with the option to renew for an additional five (5) years; and

WHEREAS, on March 14, 2022, the City received written correspondence requesting renewal of the Agreement for an additional term of ten (10) years.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Grant and Description of Lease.** City grants to Lessee, and Lessee accepts from City, the non-exclusive privilege of operating a public facility referred to as Leitner Neighborhood Park in accordance with and subject to the terms of this Agreement. The legal description of the parcel is as follows:

A tract or parcel of land located in Section 25, Township 47 South, Range 25 East, Lee County, Florida and more particularly described as follows:

Lots 42 – 49, Block 1, Leitner Creek Manor Unit 2, according to the plat thereof recorded in Plat Book 30, Pages 79 and 80, filed in the Public Records of the Clerk of Courts of Lee County, Florida, less and except the Three Oaks Parkway / Imperial Parkway "maintained road right-of-way". A copy of the survey is attached as Exhibit A.

2. **Duration of Lease; Renewal.** This Lease Agreement shall remain in full force and effect for ten (10) years from its effective date, and will be renewed for additional five year terms as set forth herein, provided that at least six (6) months prior to the expiration of the current term. Café shall notify City of its intent to renew for an additional five year term. Within sixty (60) days of such notice, City will schedule at a regular public meeting, the decision as to whether or not to renew. In the event the City decides not to renew, this Lease Agreement shall terminate after the expiration of the last five year period approved by Council. This provision is not intended to in any way limit the ability of the City and Café of Life to otherwise extend this Lease Agreement by mutual written agreement between them, or shorten the term in the event Café of Life ceases operations.
3. **Improvements.** The Master Concept Plan (MCP) depicting the improvements constructed by Lessee is attached to this Agreement as Exhibit B. Lessee shall install and maintain all improvements at their own costs in substantial compliance with Exhibit B, subject to the following:
 - a. The City will reserve to itself naming rights of Leitner Neighborhood Park, with Café having the right to name portions of the facilities that it constructed for its fundraising endeavors, subject to Council approval.
 - b. Lessee will be responsible for all site improvements, including but not limited to, obtaining all local, state and federal permitting.
 - c. Lessee will solely be responsible of maintaining Leitner Neighborhood Park at their expense.
 - d. Lessee will only plant native plantings and shall only fertilize the area in accordance with the City of Bonita Springs Fertilizer Ordinance.
 - e. Lessee shall maintain signage on the exterior indicating that this is a public park open to the public for their use, subject to the City of Bonita Springs Parks and Recreation rules.
4. **Right of Entry.** City reserves the right to enter the Premises at any reasonable time to insure compliance with the covenants of this agreement. City also reserves the right of ingress and egress to investigate and survey the Premises as deemed necessary, and reserves the right to perform any work of any nature necessary for preservation, maintenance and operation of this facility as open for public use as a park.

Lessee shall be liable for all expenses incurred by City for all work done by City in order to preserve, maintain and operate the public park when the work is the result of Lessee's negligence or noncompliance with the covenants of this agreement.

5. **Use of Premises.** Lessee may use the property, subject to the public's right of use as a park facility with limitation only during the hours of operation for the meal center, subject to the terms below:
 - a. Café may operate its meal center from 9 a.m. to 12 p.m., Monday through Friday and on Christmas Eve / Day (when they fall on a week-

end day). Café shall instruct and enforce the earliest arrivals and latest departures of its participants. The public may not use the facility during this specified time.

- b. Café will be responsible for scheduling activities at the Park, ensuring that activities do not interfere with other scheduled activities.
- c. City will be able to program activities on site in coordination with Café.
- d. Café will be responsible for maintaining all areas of property under this Lease, including the lands and structure.
- e. Café will use its best efforts to control the ingress and egress of its participants through the adjacent neighborhoods. Café staff shall not leave the premises until all participants have left the neighborhood, and Café staff will be responsible for making sure the streets located throughout the adjacent neighborhoods do not have participants loitering as defined under Florida Statutes §856.021 before, during or after the operation of the meal center. Café may restrict client access for failure to comply with this rule.
- f. So as to enforce the terms of responsibilities in this Lease, City grants Café authorization to file trespass charges on any participant consistent with Florida Statutes §810.09. In doing so, Café will follow City rules for its Parks and Recreation facilities, pursuant to Bonita Springs Ordinance No. 09-08, as it may be amended.
- g. Any use of the property after hours by Café will require a City special events permit in accordance with the City's rules in effect at the time of permitting.

6. Meal Center Food Preparation. The Parties acknowledge that Café of Life will be serving food on premises in the Pavillion to its participants. Café of Life is excluded from public food service establishment pursuant to Florida Statutes §509.013(5)(a) because certain uses are excluded, including those found in §509.013(5)(b)2 “any eating place maintained and operated by a church or a religious, non-profit fraternal, or non-profit civic organization ... for the use of members and associates...”. In the event Café of Life changes its practices or there is a change in law or a change in interpretation by the Florida Department of Business and Professional Regulation, the parties agree that Café of Life will need to conform to state law requirements. The City of Bonita Springs is not responsible for any inspections and / or enforcement of food criteria as regulated by the State of Florida.

7. Exterior Premise Maintenance. Lessee will adequately maintain (at a minimum, to the standards of normal maintenance for City Parks maintained by the City of Bonita Springs) all landscaping, hardscaping and furnishings installed by Lessee, including the security system, parking lot, and outdoor lighting. Lessee will maintain the playground up to normal wear and tear. Any playground constructed must meet the applicable standards found in the Americans with Disabilities Act, the American

Society for Testing and Materials standards, and CPSC Public Playground Safety Handbook (publication #325).

8. **Insurance.** Lessee shall provide the City with an inventory of all improvements, which will be insured by Lessee, naming the City of Bonita Springs as an additional insured, in the minimum of one million for general liability and property damage. The inventory will be updated by the Lessee annually and at any time there is a change in improvements. This insurance policy will not be cancelled or reduced without 30 days prior written notice to the City.
9. **Maintenance, Repairs and Replacements.** Lessee shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the premises, including walls, foundations, plumbing (irrigation) and electrical systems. Lessee shall be responsible for the repair and maintenance of the walking area. Lessee will maintain all exterior landscaping, including mowing, within the surrounding premises. City may, but is not required to, replace the playground as it would for any other park.
10. **Construction.** Lessee shall not enter into any construction or repair projects of any kind on or in the Premises without written permission from City.
11. **Utilities.** Lessee shall be responsible for all utilities within the Leased area and will promptly pay all charges for utility services, including hook-ups and monthly charges. Lessee is responsible for providing adequate water, gas (if available in the future) and electricity during the terms of this Lease. Except for emergencies physically related to the facilities, Lessee may not turn off water, sewer or electricity when the facility is not in use without permission of the City.
12. **Sanitation and Garbage:** Lessee shall keep the Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state, county and city laws. The City may inspect the premises periodically and Lessee agrees to comply with the City's recommendations. Lessee shall provide all janitorial supplies and gardening services required to properly clean and operate the Premises and the equipment and furnishings. Café must keep the restrooms locked when the Pavilion is not being used by Café or for any of the scheduled programs. City staff will install a garbage can and pick-up garbage and litter that are contained in the garbage can on the same schedule of other City park facilities. Café is responsible for removal of all garbage that is on the premises resulting from its meal center operation and is not located in the garbage can (e.g., where people or animals have disturbed the garbage).

- 13. Indemnification.** Lessee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the City, its City Council and each member of the Council, its officers, employees and agents and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorney's fees) which the City, its City Council and each member of the Council,, may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property in connection with the operation of this Lease by Lessee or any of its employees, agents, invitees or any other person acting on behalf of the Lessee.
- 14. Bills.** No contractors liens or mortgages or other equitable interests may be recorded on the property. Lessee agrees to pay promptly all bills arising from the operation of the Premises in accordance with this Lease.
- 15. Nondiscrimination.** Lessee agrees to comply fully with the federal Equal Employment Opportunities Act and with all applicable state and federal laws, and Lessee agrees that no person shall be denied or refused access or other full or equal use of the Leased facilities, as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.
- 16. Employees and/or Volunteers.** Lessee agrees to operate the Premises personally or to employ sufficient and qualified personnel to operate the Premises in a business-like manner. The Premises shall be operated by an employee authorized to act and represent Lessee in all matters pertaining to the operation of this Agreement. Lessee agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to users of property.
- 17. Signs.** Lessee will submit for approval to the City Manager or designee samples of any signs advertising the Premises, prior to their erection. All signs erected by Lessee shall be the responsibility of Lessee and will be kept in good condition by Lessee.
- 18. Non-Assignability.** This Lease shall not be assigned in whole or in part, nor shall the Leased premises, or any part of the premises be sublet or leased, nor shall any right or privilege granted here to Lessee be sold, transferred or assigned to anyone other than Café of Life.
- 19. Changes or Amendments to Lease.** This Lease sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by City and Lessee.
- 20. Cancellation.** Café may be considered in default of this agreement if it fails to comply with the terms of this Agreement. In that event, the City may:

- a. Declare Cafe in default, notify Cafe in writing, and give Cafe fifteen (15) calendar days from receipt of notice to make substantial efforts towards curing the default. If Cafe fails to make substantial efforts towards curing such default within fifteen (15) calendar days, such Agreement shall be terminated accordingly; or
- b. The parties may exercise dispute mediation regarding the alleged breach without waiving or being estopped from subsequently pursuing the breach as a matter of law.
- c. Any final decision on a cancellation will be held during a regular City Council meeting. While formal rules of evidence do not apply, City may only cancel, notwithstanding an expiration of a term under paragraph 2, if the evidence of the breach is clearly shown.
- d. Following cancellation, Café's remedies are specified under paragraph 23, Remedies, below.

21. Destruction, Loss or Damage by Fire or Other Causes. In the event the Premises are damaged by fire or other casualty to an extent that in City's sole opinion the continued operation of the premises by Lessee is not desirable, City may immediately terminate this Lease. City may, but is not obligated to, repair or rebuild the Premises and, in that event, if after the repairs or rebuilding are completed to City's satisfaction, any portion of the original Lease period remains, upon notice from City, Lessee immediately shall resume operation of the premise in accordance with this agreement.

22. Notices. All notices required under the terms of this Lease shall be sent to the City Manager on behalf of the City, and to Bruce Wheatley, Vice Chair on behalf of the Café of Life at the addresses written above, or to such other person or address as any Party may designate from time to time in writing.

23. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

24. Attorney Fees and Costs. In the event of any litigation between the parties arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including, without limitation, reasonable attorney and/or paralegal fees and costs, whether such fees and costs are incurred before, after, or at trial, on appeal or any bankruptcy arbitration or administrative proceedings.

25. Entire Agreement. This Lease constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior Leases, understandings, representations and statements, oral or written, are merged into this Lease. No provision hereof may be waived, modified, amended, discharged, or terminated except by a written instrument signed by the parties hereto.

26. Severability. If any provision of this Lease is deemed invalid or unenforceable by a Court of competent jurisdiction, such provision shall be invalid to the extent of such invalidity or unenforceability only without invalidating the remainder of such provision or other remaining provisions of this Lease.

27. Governing Law: This Lease shall be governed by an interpreted in accordance with the laws of the State of Florida. Any Court at the venue for any court action will be Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this document with the understanding that the effective date of this Lease Agreement is coterminous with the Ordinance.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

CAFÉ OF LIFE

First Witness Signature

Printed Name First Witness

Second Witness Signature

Printed Name Second Witness

By: _____
Signature

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, Chair of Café of Life, a Florida nonprofit corporation. She is personally known to me or has produced _____ as identification.

Notary Public

(Print Name)

My Commission Expires:

Exhibit A Legal Description

Exhibit "A"

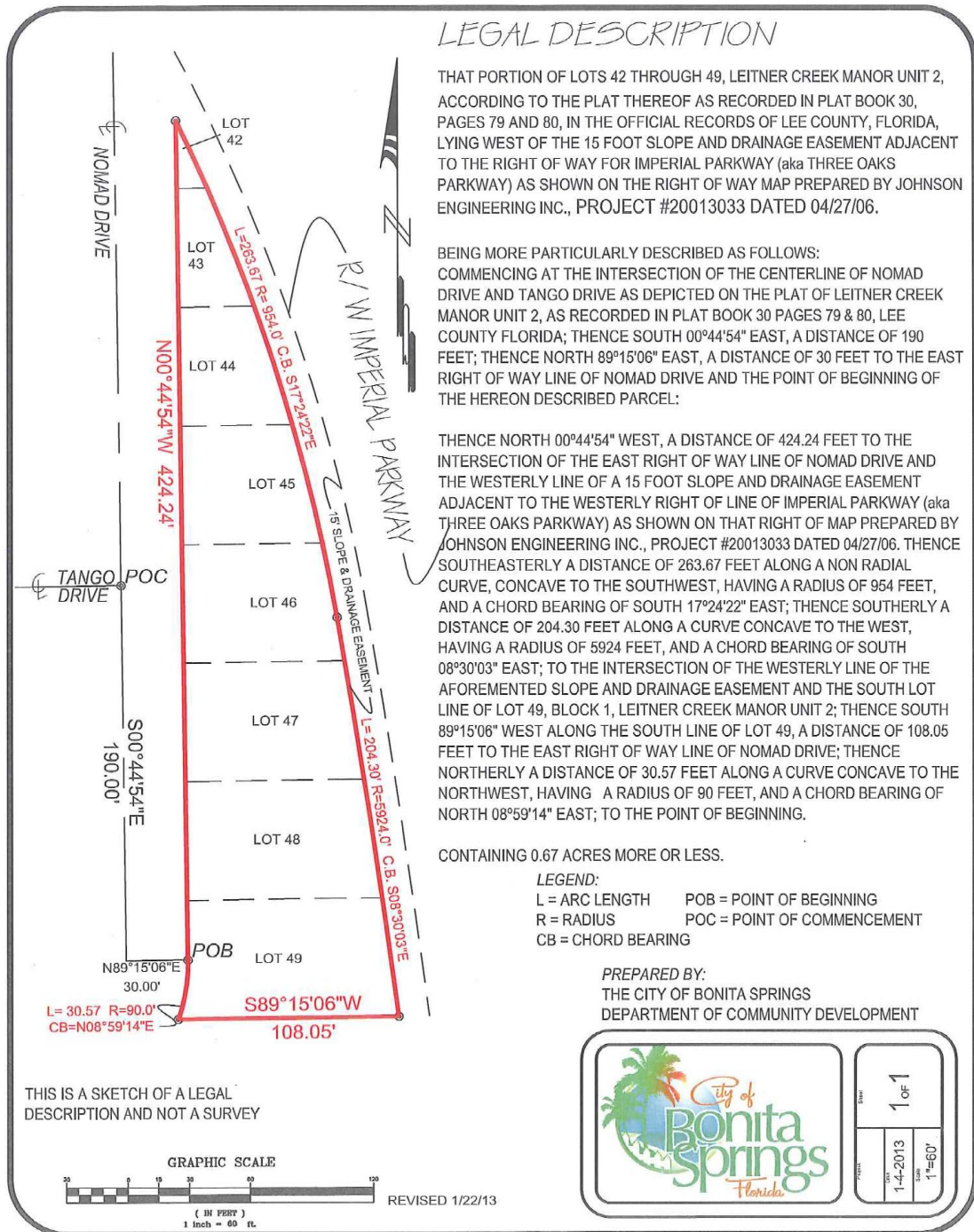


Exhibit B
Master Concept Plan

EXHIBIT "B"



Bonita Springs Leitner Creek Neighborhood Park
Bonita Springs Florida
 Preliminary Site Plan 1" = 40' @ 11"x17"



GradyMinor
 Civil, Electrical, Land Surveying, Planning, Landscape Architecture

REQUESTED MOTION: Discussion of proposals received for RFP 22-12 State Legislative and Executive Branch Lobbying Services and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

On October 25, 2022, staff issued RFP 22-12 seeking proposals for State Legislative and Executive Branch Lobbying Services from qualified firms. The RFP provided that the Council will select the firm that it deems to be the most advantageous to the City.

On November 30, 2022, the City received four proposals as follows, in no order of preference or qualifications:

- PooleMcKinley
- Sunrise Consulting Group
- GrayRobinson
- Greenberg Traurig

On December 21, 2022, Council will receive presentations from each proposer in a public workshop.

During the regular meeting, Council may proceed to rank the proposals and direct staff to prepare a contract for approval, or Council may reject all proposals.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Proposals

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek

Council Action: Approved ___ Denied ___ Deferred ___ Other_____



**RFP 22-12 – City of Bonita Springs
State Legislative and Executive Branch Lobbying Services**

PooleMcKinley
106 East College Avenue
Suite 1100
Tallahassee, Florida 32301

Angela P. Dempsey
angela@poolemckinley.com
Cell: (850) 320-4821
Office: (850) 681-1980

Poole and McKinley (1993 - 1999)
Poole, McKinley & Blosser (1999 - 2004)
Dutko Poole McKinley/Grayling (2004 - 2016)
PooleMcKinley (2016 - present)

TABLE OF CONTENTS

TAB 1: Qualifications of the Firm

TAB 2: Personnel

TAB 3: Plan of Approach

TAB 4: Proposed Compensation

TAB 5: Local Vendor Preference

TAB 6: Required Forms

TAB 1: QUALIFICATIONS OF FIRM

November 30, 2022

Carly Sanseverino
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Dear Ms. Sanseverino,

PooleMcKinley proposes to provide governmental affairs representation related to executive and legislative issues of importance to the City of Bonita Springs; specifically, to provide a full range of professional lobbying services and advocacy to the Florida Legislature, the Governor, the Cabinet, and executive agencies regarding the City's state legislative agenda, executive branch projects, and other issues as may be assigned by the City Manager or designee.

PooleMcKinley is a full-service government consulting and business development firm in business since 1993, providing our clients with an immediate presence in Tallahassee before Florida's executive and legislative branches, and we appreciate this opportunity to respond. Our relationships with leadership and key decision makers within the Executive Branch and the Florida Legislature, as well as our deep knowledge of Florida policy and the political process, will enable us to effectively advocate on your behalf.

Daniel DeLisi (DeLisi, Inc.), water and environmental policy consultant and lobbyist, would serve as a member of the team representing the City of Bonita Springs along with PooleMcKinley. DeLisi brings with him decades of experience in water and environmental policy. DeLisi currently represents municipal governments throughout southwest Florida and the Treasure Coast; including the City of Cape Coral, the City of Port St. Lucie, and the City of Sanibel, also represented by PooleMcKinley. In his representation of local governments, DeLisi has advised on water policy matters, drafted policy positions, and assisted in the procurement and implementation of funding as it relates to stormwater, flood control, and utility projects. Additionally, DeLisi has previously worked as Chief of Staff at the South Florida Water Management District. The experience that he brings to the table is vital to the successes of the entities he works with.

Together, PooleMcKinley and DeLisi, Inc. are uniquely qualified to represent the City of Bonita Springs. We have a background in advocacy related to issues of local government interest, having both represented the City of Sanibel and other local government entities for many years, working diligently to advance their policy and budget priorities. The combined expertise, partnering PooleMcKinley's longstanding legislative relationships and successes as a government affairs firm, with DeLisi's proven credentials as a water and environmental policy consultant, will provide unparalleled access and know-how when it comes to accomplishing the objectives of the City of Bonita Springs.

Our high degree of success is due to our experience, dedication, and personal attention to each and every client. We are proud to represent some of the best-known companies in Florida and

the Southeast, and we would be honored to work closely with the City of Bonita Springs to assist in the accomplishment of your goals in Florida.

Sincerely,

A handwritten signature in blue ink, reading "Angela P. Dempsey". The signature is fluid and cursive, with the first name "Angela" and the last name "Dempsey" clearly legible.

Angela Peterson Dempsey

CLIENT LIST

As of November 2, 2022, listed below are current PooleMcKinley clients:

3K Technologies	Motion Picture Association
Accela, Inc.	NAF
Anda, Inc.	NIC
Cambridge Assessment International Education	Okta, Inc.
Carrier Corporation	Orlando After School Allstars
City of Sanibel	Pearson / Connections Education
Cloudflare	Personal Care Products
Comcast	Port Pilots
CrowderGulf	PRIDE
Divinity Software Group LLC	Quest Software Inc.
Entertainment Software Association	Raytheon Technologies
Erickson Living	Redwood Capital Investment
Florida Community Financial Service Association	Sagitec Solutions LLC
Fortinet, Inc.	Scott Holdings
GovOS, Inc.	Seminole Tribe of Florida
Guy Harvey	Seminole Hard Rock Digital
Handshake	SimpliGov LLC
Hertz	Snowflake, Inc.
Information Systems of Florida, Inc.	SOS Children's Village
Infosys Public Services	Sunshine State Towing Association
Lenovo	System Automation
LexisNexis	Tech Valley Talent
Major League Baseball	Teva Pharmaceuticals
Maverick Natural Resources / Breitburn	The Doctors Company
	Universal Studios
	Wine Institute
	Yum! Brands

BUSINESS RELATED CLAIMS

PooleMcKinley does not have any business-related claims, arbitrations, administrative hearings, or pending lawsuits.

FIRM'S FINANCIAL STABILITY AND RESOURCES

Lobbyist compensation reports are filed quarterly with the State of Florida and are publicly available on floridalobbyist.gov.

TAB 2: PERSONNEL

PROJECT MANAGEMENT TEAM

PooleMcKinley prides itself on working as a team. Each client has a lead lobbyist, and for the City of Bonita Springs, that will be Angela Dempsey. Other members of the team will be registered for the legislative and executive branches and briefed on all matters pertaining to the City.

Angela Dempsey has a rich knowledge and understanding of the Florida legislative process, as well as issues that would be of specific interest to the City of Bonita Springs. Angela has worked as Legislative Affairs Director in the Executive Office of the Governor under Rick Scott, in the Office of Policy and Budget under Governor Jeb Bush, in state agencies, and in the Florida House of Representatives. Angela has a proven track record of building and maintaining positive working relationships across Florida's legislative and executive branches, as well as with clients, including the City of Sanibel, and relevant stakeholders. Angela would be honored to lead the lobbying efforts for the City of Bonita Springs.

Will McKinley co-founded PooleMcKinley (originally "Poole and McKinley") in 1993 and has been fortunate to represent numerous wonderful clients over the past almost-thirty years, from small local governments to Fortune 100 companies. His positive reputation is built on his knowledge of the Florida political process, years of legislative successes, and the team approach he has fostered within the firm.

As stated previously, Daniel DeLisi will also be a part of our team, bringing an expertise on environmental and water policy issues, and a history of working with environmental and regulatory agencies. DeLisi has a keen understanding of local government appropriations and grants, as well. Having lived in Lee County for 13 years and represented the area on the South Florida Water Management District Governing Board, he has a distinct familiarity with southern Lee County and Bonita Springs' water and environmental issues.

PooleMcKinley's Legislative Director, Sophie Smith, is dedicated to providing the firm's clients with any and all legislative information needed. This includes, but is not limited to, relevant bills and amendments filed, legislative history, committee briefings, and session summaries. Sophie maintains a unique bill tracking list for each client and prepares reports as requested.

Fred Dickinson, former Executive Director of the Department of Highway Safety and Motor Vehicles, boasts an expertise in transportation issues. Additionally, due to holding that role for 25 years, under seven governors, Fred has a deep knowledge of the inner workings of state agencies and the Florida Legislature.

Erik Kirk has an extensive working knowledge of Florida's procurement process. His experience advocating for clients before Florida's state agencies, as well as serving as Chief of Staff in the Department of Management Services, at the State Technology Office, allows him to impart valuable guidance and expertise. In these roles, Erik also came to possess a deep understanding of Florida's appropriations process, from Legislative Budget Requests by the state agencies, to final approval by the governor. This knowledge serves Erik and his clients well in navigating the complex process.

EXPERIENCE & QUALIFICATIONS OF PROJECT DIRECTOR

While the team will be fully briefed on legislative and executive matters pertaining to the City of Bonita Springs, Angela Dempsey will be the lead lobbyist. Having grown up in southwest Florida, and her family still residing there, Angela has a particular connection with the community, the area, and its beautiful beaches.

With broad governmental experience, she joined the PooleMcKinley team in January 2013 after serving as Florida Governor Rick Scott's Legislative Affairs Director for his first two years in office. Angela has worked with the Florida Division of Emergency Management, where she had primary responsibility for policy and financial matters and gained an in depth understanding of emergency management issues, including disaster response and recovery. She has also served in senior capacities in the Florida Public Service Commission; the Florida House of Representatives; and the Executive Office of Governor Jeb Bush, where she provided policy and budget analysis for the Office of Policy and Budget, with active involvement in policy and budget development in the areas of community planning, affordable housing, emergency management, and community development.

Her relationships across state government and her experience with both policy and budget matters in the legislative and executive branches of Florida government are exceptionally beneficial in helping companies and organizations achieve their business and policy goals.

Angela holds a Bachelor of Science in Public Relations and a Master of Science in Corporate Communication and Marketing from Florida State University.

FIRM ORGANIZATIONAL CHART

The PooleMcKinley office is located in Tallahassee, Florida, with the following personnel:

Will McKinley – President
Erik Kirk – Senior Vice President
Angela P. Dempsey – Vice President
Fred Dickinson – Vice President
Sophie Smith – Legislative Director
Sandra Hildebrandt – Senior Executive Assistant
Tami Samper – Office Manager

PooleMcKinley

106 East College Avenue
Suite 1100
Tallahassee, Florida 32301

Daniel DeLisi of Delisi, Inc. resides in West Palm Beach, Florida, and works extensively throughout Southwest Florida.

POOLEMCKINLEY TEAM BIOS

In addition to Angela Dempsey, bios are provided below for Daniel DeLisi and the full PooleMcKinley team.

Will McKinley

Will McKinley brings to the firm extensive leadership experience in the Republican Party, Florida state government, and the field of marketing. Throughout his career, Will's dynamic leadership abilities have produced results and brought him to high level positions in the state and national Republican Party, in the executive and legislative branches of state government, representing Fortune 500 companies, and in his government affairs practice.

Will served as Executive Director of the Republican Party of Florida from 1989 to 1991 and contributed to the achievement of significant Republican gains in United States Congressional, Florida Senate and Florida House seats. As Chief of Staff, he was entrusted with the administration, creation and implementation of political programs.

Will gained considerable experience in the day-to-day contact between business and government during his years of service to Florida's Governor Martinez and his administration. As Deputy Assistant Secretary of the Department of Professional Regulation and later as Assistant Secretary for Programs and Operations with the Department of Business Regulation, Will found meaningful ways in which businesses can build productive partnerships with government administrations.

Throughout his tenure at PooleMcKinley, Will has represented an impressive list of clients and facilitated the passage of many pieces of landmark legislation. These accomplishments include representing some of the nation's largest media and entertainment companies in the passage of groundbreaking incentive programs, as well as playing an instrumental role in the creation and signing of two multi-billion-dollar Compacts, in both 2009 and 2021, between the Seminole Tribe of Florida and the State of Florida. Additionally, Will has worked tirelessly on tort reform, healthcare, telecommunications, financial services, and education issues in Florida.

Fred Dickinson

Fred Dickinson brings with him 20-plus years of experience in the Florida Department of Highway Safety and Motor Vehicles, where he served as Executive Director. During his time as Executive Director, Fred worked for seven governors and managed a budget which grew to \$500 million. Fred was also responsible for 5,000 employees, including the state's largest law enforcement contingent, the Florida Highway Patrol, which has more than 2,000 men and women. Fred transitioned the agency through several IT overhauls, resulting in Florida being recognized for its delivery of services throughout the nation.

As a result of his time working for the State, Fred has a vast understanding of statewide agencies in Florida and has built relationships at all levels of government. Before joining the Department of Highway Safety and Motor Vehicles, Fred spent four years practicing law. Prior to that, Fred spent two years with the Associated Industries of Florida.

Fred holds a Bachelor of Arts in Government from Wofford College in Spartanburg, South Carolina and a J.D. from the Florida State University College of Law.

Erik Kirk

Erik Kirk, a lifelong Floridian and founder of Kirk Consulting Group, Inc., joined PooleMcKinley in 2016. Erik has a broad range of knowledge of Florida's executive and legislative branches of government through his over twenty years of government relations and business development experience.

Kirk grew up in the political environment and began his government relations career while still in college serving as assistant to former Supreme Court Justice Wade Hopping, and in subsequent years at the Republican Party of Florida.

Upon graduation, Kirk began his professional career leading the government relations efforts at two statewide associations – the Florida Physical Therapy Association and two years later, at the Florida Hospital Association. In 2001, Governor Bush tapped Kirk to serve in the Department of Management Services as Chief of Staff at the State Technology Office. There he guided and advised Florida's Chief Information Officer on strategies for managing and consolidating the state's information technology infrastructure and gained a more expansive insight into the state's appropriations process.

In 2003, with the knowledge gained from the private, not for profit and government arenas, Erik formed Kirk Consulting Group to service clients seeking a voice in the legislative and executive branches of Florida government as well as select local markets throughout the state.

Erik earned a Bachelor of Science from Florida State University and a Master in Public Administration from Florida State's Askew School of Public Policy.

Sophie Smith

Sophie Smith, the firm's Legislative Director, joined PooleMcKinley in 2007. Sophie's command of the Florida political process has grown exponentially over the years that she has been with PooleMcKinley. Sophie acts as the office's legislative hub, keeping clients and her team well-informed on anything concerning their wide-ranging respective issues, including health care, economic development, education and business regulation. With over a decade of experience in Florida politics, her knowledge of Florida policy and the legislative process has made her an asset to the PooleMcKinley team and its clients.

Prior to joining PooleMcKinley, Sophie worked for a government consulting firm in Miami, Florida, focusing on client matters and procurement at the local level. Sophie has also worked for the Republican Party of Florida as a campaign staffer on numerous successful House and Senate campaigns, and continues to volunteer through grassroots efforts during election years.

Sophie graduated cum laude from the University of Miami with a Bachelor of Arts in Economics and International Studies, and a minor in Spanish.

Daniel B. DeLisi

Daniel DeLisi is a water policy consultant and land use planner with over 20 years of experience in Florida. He is currently the President of DeLisi, Inc. DeLisi represents local governments throughout southwest, central and southeast Florida on water policy issues ranging from the funding and implementation of local stormwater plans and flood control projects to strategic advocacy for the completion of large-scale regional environmental restoration projects. Since 2015, DeLisi has had a particular focus on assistance to local governments in Southwest Florida and the Treasure Coast promoting State and Federal policy changes to improve operations of Lake Okeechobee and promote increased funding for stormwater and flood control projects in Southwest Florida.

From March 2013 through September 2015 DeLisi served as the Chief of Staff for the South Florida Water Management District (SFWMD). Over the course of his tenure his responsibilities increased from overseeing the external affairs of the SFWMD to managing all internal mission support functions, real estate acquisition and legislative affairs. Prior to his move to the SFWMD, DeLisi was involved in various Florida policy committees on the State and Local level. In 2011 he was appointed by the Governor of Florida to serve on the South Florida Water Management District Governing Board representing Southwest Florida and was the Chair of the Big Cypress Basin Board. He also served on the Florida Impact Fee Review Task Force (appointed by the Speaker of the House); and the Executive Committee of the CREW Land and Water Trust.

DeLisi has served as an adjunct faculty member in Planning and Real Estate Development at Florida Gulf Coast and Nova Southeastern Universities and has given invited presentations on land use planning issues at numerous conferences throughout the United States for the Urban Land Institute. He is the author of several articles on topics that include community visioning, conflict resolution and long-range planning, published by the EarthPledge Foundation, Harvard Law School, and the MIT Cooperative Mobility Project.

DeLisi received his Bachelor of Arts degree from Brandeis University and a Masters in City Planning, with a concentration on Environmental Policy from the Massachusetts Institute of Technology (MIT).

TAB 3: PLAN OF APPROACH

COPMREHENSIVE PLAN APPROACH

PooleMcKinley looks forward to partnering with the City of Bonita Springs to provide lobbyist and state advocacy representation in Florida. The team proposes to develop and refine a strategy to engage with relevant leaders in Florida - including the Florida Legislature, the Executive Office of the Governor, and applicable state agencies and stakeholders - regarding the City's legislative agenda, funding issues and other issues of impact and local interest.

After meeting to discuss your goals, the PooleMcKinley team will advise the City based on the outlined objectives and provide the access needed to further your agenda in the state. PooleMcKinley will help the City navigate Florida's political arena by providing introductions across all levels of state government and assisting with legislative initiatives. Our team will facilitate the building of relationships through introductory meetings, continued education on issues of importance to the City, and advocacy for or against proposals and budget items of interest.

The Florida Legislature meets annually for a 60-day Legislative Session. Prior to the commencement of the Legislative Session, the Florida Legislature will meet for seven Interim Committee Weeks, including an expected Special Session in December. The 2023 Session will convene on March 7, 2023 and is scheduled to adjourn on May 5, 2023.

Thousands of bills are filed each Legislative Session in Florida and it is our goal to keep you apprised of bill language, legislative actions, and budgetary items which may be of interest to you. We will track relevant legislation and budget proposals from their inception through their final action, advocating for or against, when appropriate. The City's agenda objectives will be at the forefront of our advocacy, as well as any other specific goals discussed. In addition to regular briefings and reports throughout the session, our representation would also include a final report upon conclusion of the Legislative Session on all issues of interest to the City of Bonita Springs.

TAB 4: PROPOSED COMPENSATION

FEE FOR SERVICES

Typically, PooleMcKinley contracts with clients on a retainer basis. For this monthly fee, we commit to providing all the services requested, regardless of the hours necessary. Clients are billed monthly and either party can terminate the contract for any reason with a 30-day written notice.

In our representation of the City of Bonita Springs, PooleMcKinley proposes a fee of \$5,000/month.

TAB 5: LOCAL VENDOR PREFERENCE

LOCAL VENDOR PREFERENCE

PooleMcKinley is not located within Lee County, Florida.

TAB 6: REQUIRED FORMS

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: PooleMcKinley

Business Address: 106 E. College Avenue, Suite 1100, Tallahassee, FL 32301

FEIN (if applicable): 81-2831198

1. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction, and the final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

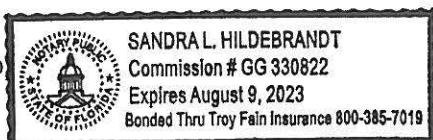
By the signature(s) below, I certify that the above information provided in this Public Entity Crimes Statement is truthful and correct at the time of submission.

Angela P. Dempsey Angela P. Dempsey
AFFIANT Typed Name of AFFIANT
Vice President
Title

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was executed before me this 28th day of November, 2022, by Angela P. Dempsey as Vice President of Booke McKinley, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)



Sandra L. Hildebrandt
NOTARY PUBLIC, State of Florida

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: Pooler McKinley

Business Address: 106 E. College Avenue, Suite 1100, Tallahassee, FL 32301

FEIN (if applicable): 81-2831198

1. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
2. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
3. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
4. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I certify that the above information provided in this Scrutinized Company Statement is truthful and correct at the time of submission.

Angela P. Dempsey Angela P. Dempsey
AFFIANT Typed Name of AFFIANT
Vice President
Title

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was executed before me this 28th day of November, 2022,
by Angela P. Dempsey as Vice President of Poble McKinley, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.



NOTARY PUBLIC, State of _____

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

[] entity is NOT on list [] entity is on list

Scrutinized Companies with Activities in Sudan List:

[] entity is NOT on list [] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

[] entity is NOT on list [] entity is on list

Business Operations in Cuba or Syria:

[] entity is NOT on list [] entity is on list

Verified by: _____ Date: _____
Print Name

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAW COMPLIANCE**

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

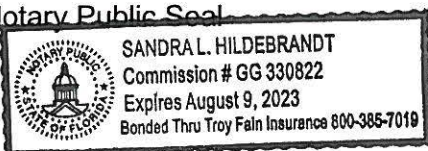
The Contractor/Consultant shall also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986. The agreements shall also state that each business is responsible of its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

COMPANY NAME: PoolMcKinley
[Signature] Vice President 11/28/22
Signature Title Date

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was executed before me this 28th day of November, 2022, by Angela P. Dempsey as Vice President of PoolMcKinley, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public Seal



[Signature]
Signature of Notary Public



My Company Account

My Company Profile

Company Information

Company Name

WMVP, LLC

Doing Business As (DBA) Name

PooleMcKinley

Company ID

2024521

Enrollment Date

Nov 17, 2022

Employer Identification Number (EIN)

812831198

Unique Entity Identifier (UEI)

DUNS Number

053454399

Total Number of Employees

5 to 9

NAICS Code



ADDENDUM NO. 1

To: Prospective Proposers

Date Issued: November 7, 2022

Addendum To: RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES

The following are changes/clarifications to the Contract Documents based on questions addressed to the City of Bonita Springs:

1. Please clarify the number of original proposals and copies are to be submitted.

Please submit ten (10) original proposals and an electronic version on one (1) USB flash drive, or similar device.

Acknowledgement of receipt of this Addendum No. 1 is required at the time of submittal.

**RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES**

Proposals due by 2:00 pm on November 30, 2022

I, Angela P. Dempsey hereby acknowledge the receipt of Addendum No. 1 as
(Print Name)

identified above.

Angela P. Dempsey
Signature

Vice President
Title

Pooler McKinley
Company Name



***Response to RFP 22-12 State Legislative
And Executive Branch Lobbying Services
By Sunrise Consulting Group***

***5957 Riviera Lane
New Port Richey, FL 34655
Contact: Shawn Foster
foster@scgroup.us / (727)808-4131
SCG has been in business since 2006;
corporate structure changed in 2017
from sole proprietorship to LLC.***



Table of Contents

RFP Title Cover Page	1
Table of Contents.....	2
Letter of Interest.....	3
Tab 1	4
Qualifications of Firm	5
Tab 2	8
Personnel	9
Tab 3	13
Plan of Approach.....	14
Tab 4	17
Proposed Compensation.....	18
Tab 5	19
Local Vendor Preference	20
Tab 6	21
Required Forms	22



Nov 21st, 2022

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

**RE: RFP No. 22-12 State Legislative
And Executive Branch Lobbying Services**

Dear Evaluation Committee:

Sunrise Consulting Group ("SCG") is pleased to reply to the City of Bonita Springs ("City") RFP for Lobbying Services. SCG has been providing state government consulting services to Florida's local governments for over 20 years. Through your review of our narratives enclosed with this RFP response, you will see SCG is a firm that specializes in Florida's local governments and has a great track record of success in providing the same lobbying services described in this RFP to our local government clients. We feel strongly that our response to this RFP will convey our interest and result in a meaningful presentation, conversation, and a continued relationship. SCG will assist the city with its interactions with Florida state government. Our firm would be honored to have the privilege of achieving success for the city as it works to recover from Hurricane Ian. The city can feel secure in knowing that it will be represented by a firm that is well respected in Tallahassee.

SCG's highest priority will be to continue to elevate the city's relationships with Florida's lawmakers, not just in the Lee County delegation, but with key lawmakers statewide. This will continue to allow the city's needs to remain first and foremost on these elected officials' agenda. So that the right message is delivered at the right time, we will collaborate directly with the elected council, the City Manager, Deputy City Manager, and other staff as directed to ensure that all issues of concern are addressed in a forward-looking strategic plan. This approach will work to identify, support, oppose, and amend initiatives that may impact the city.

Whether we are in Tallahassee or in legislators' district offices, we are unwavering in our pursuit to educate, inform and drive the conversation. It is with this same strategy that we will present the unique issues of one of Florida's most desirable places to live.

To advance the city's priorities, we would be honored to continue to serve as the city's key partner as the it navigates the corridors of government power. Leaning on SCG's key relationships will put the city in the best position to achieve its goals. It is with great enthusiasm that we submit this proposal. We look forward to a partnership with the city, serving its citizens of for years to come. Please do not hesitate to reach out to me at the number below.

Sincerely,

Shawn Foster, President
Sunrise Consulting Group
5957 Riviera Lane, New Port Richey, FL 34655
P. 727. 808. 4131- foster@scgroup.us



SUNRISE

CONSULTING GROUP

Tab 1



Qualifications of SCG

Sunrise Consulting Group (“SCG”) is a specialty lobbying firm focusing on the needs of Florida’s Local Governments. SCG has represented city governments not just in front of the Florida Legislature, but in front of the governor and executive branch regulatory agencies, as well. We are headquartered in New Port Richey, with offices and staff one block away from the Florida State Capitol, in Tallahassee. We have a culture dedicated to building strong relationships and achieving results for our clients.

*SCG can offer consultative advice to the city in the development of both a short-term concise legislative agenda, and a long-term sustainable agenda that matches the projected priorities of future state leadership. Our knowledge and experience interacting with the General Appropriations Act of the state of Florida will help the city pursue opportunities for its many local projects from both the annual appropriations process and the many available grant opportunities that are legislatively provided for. SCG has secured over **\$450 million** for its clients.*

With more than sixty years of combined legislative and executive lobbying, general government affairs, and campaign experience, we bring a unique perspective and deep relationships that give us a time-tested understanding of the political process in Florida and what will be valuable to the City of Bonita Springs from its lobbying team.

SCG affirms that that team of professionals proposed to assist the city with the scope of this solicitation possess any licenses, registrations, and/or certifications required to provide these services in the State of Florida and in Lee County.

SCG doesn’t just simply assist the city in the submission of an appropriations request form each year. We will be the city’s partner in effectively communicating positions and priorities regarding policy elements to the legislature, governor, cabinet, and all various executive agencies and offices. With our assistance, knowledge, and expertise the city will be able to maximize its interactions with our state’s government in a way many similar firms may not be able to accomplish. SCG is the best partner for seeking success for the city.



Qualifications of SCG

List of Current Clients

American Legion Auxiliary	Hernando County School Board
Bradford County School Board	Manatee County School Board
Citrus County Government	MAST Saddlebrook
Citrus County School Board	MedFleet
City of Brooksville	Meridian Behavioral Health
City of DeBary	Palm Beach State College
City of Inverness	Pasco County Government
City of Palm Bay	Pasco County School Board
CohnReznick	Paso Hernando State College
Florida Bail Agents Association	Town of Sneads
Guardian Fleet Services	Youth and Family Alternatives
Hernando County Government	

Conflict Statement

SCG does not have any conflict that would prevent SCG from tenaciously and impartially representing the city. SCG currently does not represent another client within Lee County. When engaging the Lee County delegation SCG will only prioritize the needs of the city.

Business Claims Against SCG

SCG does not have any business-related claims, arbitrations, administrative hearings, or lawsuits pending filed in the last 3 years by or against the firm or its members, predecessor organization(s), or any wholly owned subsidiary.

SCG Financial Stability

Sunrise Consulting Group has no debt and pays its monthly bills on time. SCG have more than what the industry standard recommends for an emergency fund. Sunrise Consulting Group continues to grow year after year.

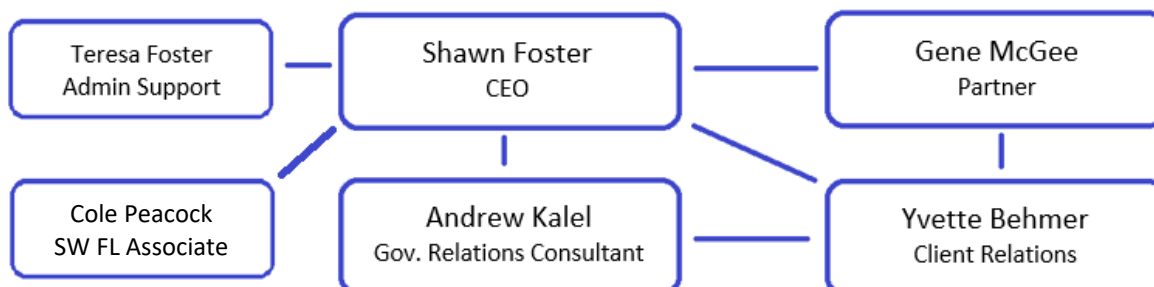
Shawn Foster
Sunrise Consulting Group

Qualifications of SCG

SCG has been mentioned in state's premier insider political publication, Florida Politics, as "little but fierce," highlighting its ability to achieve remarkable results for its clients with a small team. The professionals at SCG work together for the success of all of the firm's clients. Each professional at SCG has their own set of relationships and skills sets that have been developed and refined over those professional careers. Combined, the reach that are professionals SCG has throughout Florida's state government is very deep. The city can count on the strengths of each professional to achieve the best results for the city. The responsibility of Project Director, as outlined in the solicitation, will be carried out primarily by Shawn Foster and Andrew Kalel. A comprehensive summary of their experience and qualifications to be the designated Project Director is outlined in the firm profiles on the following 4 pages.

Shawn and Andrew have experience in building and executing a successful comprehensive approach that yields success for local governments in the Florida legislature. Shawn and Andrew will direct, coordinate, and administer all aspects within the scope provided in the solicitation; in collaboration with Gene McGee and supported by Yvette Behmer.

Organizational Chart of SCG





SUNRISE

CONSULTING GROUP

Tab 2

Shawn Foster / CEO & President

Shawn Foster brought a wealth of political and government experience when starting Sunrise Consulting Group 20 years ago. Having worked inside the state and federal echelons of government for over 20 years, Shawn has built unique relationships and gained powerful knowledge to achieve successes for his clients.

Shawn began his career in Sarasota and Manatee Counties, where he was the student body President of USF-Sarasota, from where he graduated. After college, Shawn started in the legislative process working for a State Representative.

Shawn served as Congressman Gus Bilirakis' County Director for six years. This experience allowed Shawn to become well acquainted with not only the numerous issues being debated in Washington, but the opportunity to become engrained in the issues facing the State of Florida.

Prior to working for Congressman Bilirakis, Shawn served as a Senior Legislative Aide for State Senator Mike Fasano. In addition to his work inside government, Shawn has an astute political background as he has managed and consulted on numerous political campaigns over the past 22 years.

Shawn began lobbying in 2006 and was previously the Managing Partner for the Tampa Bay office for the Southern Strategy Group. He is well versed in the political efforts of both the private and public sectors.

COMMUNITY INVOLVEMENT

- United Way of Pasco County – Past Chairman
- United Way of Florida – Board of Governors
- Community Service Council of West Pasco – Past President
- Feeding Pasco's Elderly – Founding Board Member
- Lighthouse for the Blind & Visually Impaired – VP
- Association of Florida Colleges – Member
- Florida Association of Professional Lobbyists – Member
- Florida Education Legislative Liaisons – Member
- Florida Association for Intergovernmental Relations.
- Elected Pasco County Republican State Committeeman, 2020



Years of Government Experience 22

Honors and Awards

Philanthropist of the Year, 2017

Honorary Governor of West Pasco – West Pasco Chamber of Commerce, 2016

Volunteer of the Year- 2015
Community Service Council

Military Service

United States Air Force

Education

B.S. Psychology
University of South Florida

Gene McGee / Partner

Gene has over 30 years of experience working for and with local and state government in Florida.

Before providing consulting services to a broad array of large corporate stakeholders for over 20 years, Gene served as Legislative Affairs Director for the Florida Department of State where he successfully secured over \$50 million in state funding annually for Cultural and Historic Preservation projects. He worked to pass the most sweeping elections reform legislation in a decade, served on the State Council for Competitive Government, and passed legislation reducing the corporate filing fees by 25%. While at the Department of State, Gene was appointed Director of International Relations and led the state's efforts in areas such as protocol, sister-city and sister state activities, and consular corps interaction. Gene was instrumental in the legislation that created Enterprise Florida and has served as an appointed Board Member of: Enterprise Florida, the Partnership on International Trade and Economic Development of Enterprise Florida, and the Florida Export Finance Corporation.

In addition to his agency work, Gene worked in the Florida Legislature as a Staff Director in the House Republican Office and was instrumental in passing legislation aimed at forcing competition in the delivery of state services including creation of the State Council on Competitive Government. He was also a leader in legislation creating the Florida Department of Juvenile Justice. Gene has extensive knowledge of mental health, substance abuse and child welfare policy issues, and led the Transition Team for the Department of Children and Families by Governor Charlie Crist in 2006.

Mr. McGee also served as Chief Deputy Clerk of Courts in Citrus County where he supervised activities in courts and records. While there, Mr. McGee oversaw a massive technology modernization campaign that converted the office to open systems computer architecture and pioneered electronic public access to records in the county.

Active in politics for over 30 years, Mr. McGee served as Field Director for Florida House Campaigns in 1992 and 1994 and Director of State Senate Campaigns for the Florida Republican Party during the 2002 cycle.



Years of Government Experience 30 +

Education

College of Central Florida,
Political Science

Community & Professional Involvement

- Citrus County Education Foundation – Board Member
- Citrus County Tourist Development Council – Board Member
- Citrus Aid Cancer – Executive Board Member
- Prosperity Citrus – Steering Committee Member
- Florida Association of Professional Lobbyists – Member
- Enterprise Florida Board of Directors – Past Member
- Citrus County Chamber of Commerce – Past Member

Military Service

United States Army

Andrew Kalel / Government Affairs Consultant

Andrew brings a unique and deep understanding of the intricacies of local and state government to Sunrise Consulting. Andrew's family has been a part of Florida's legislative and regulatory process for many years and has a firm grasp on the importance of building lasting relationships. He also is a critical thinker, thoughtfully crafting strategy to engage decision makers in a variety of subjects.

Andrew started his career in and around state government as an undergraduate in college, holding positions with the Florida Department of Law Enforcement, in the Secretary's office of the Florida Lottery, and as a court-appointed auditor for the Justice Administrative Commission. In these roles, he was exposed to executive decision makers and the workflow process of large state agencies with multi-million-dollar budgets impacting every day Floridians. He interned for the Florida Sheriffs Association, the House of Representatives, and with Security First Insurance Company, one of Florida's top five, Florida-based property insurance companies.

After college, Andrew leveraged his knowledge of state government to work in the private sector in a project management position under Jason Gonzalez at Shutts & Bowen. There he supported large government affairs projects for the firm by liaising with the Executive Office of the Governor, as well as assisting with tracking legislation and gathering and analyzing political research.

Over his career Andrew obtained both his insurance adjuster, and broker license. He has worked as a catastrophe adjuster after Hurricane Matthew, and as a daily claims adjuster. Andrew continues to stay abreast of insurance public policy, and emerging industry trends.

Most notably, before joining Sunrise Consulting Group, Andrew was the joint Legislative Affairs Director for the state Offices of Criminal Conflict and Civil Regional Counsel (Offices). Andrew was successful in building these agencies' first legislative program and devised a strategy to increase awareness of the agencies' mission, purpose, and policy and budgetary needs. During his tenure, the offices saw an over 30% increase in funding and passed several pieces of legislation that were critical to agency operations and the mission the offices serve.



Years of Government Experience 10

Education

Florida State University
B.S. Applied Economics
J.M. Legal Risk Mgmt,
Contracting, & Compliance

Other

Certified Public Manager®

Influence Magazine
30 under 30, Rising Stars
In Florida Politics – 2019

Cole Peacock / Associate

Cole has lived in Ft. Myers since 1983. Cole's family is fifth generation peanut farmers in Florida. Cole graduated from Cumberland University. He has over 25 years' experience as a Corporate Executive in the areas of Retail, Corporate Branding, Operations, Strategy, Governmental Relations, and non-profits including charitable giving, community development, investor relations, crisis management and social responsibility. Cole has broad corporate experience ranging from Fortune 500 Executive at Chico's FAS to Executive Change /Restructure agent for Exeter Finance a subsidiary of Blackstone Capital, top 5 merger/ investment firm in the world.

He began his career in the Florida Legislature as a legislative aide. After years of administering multiple political campaigns including US Senate, US Congress, Governor, State Senate, State House of Representatives, and Mayoral races, Peacock joined Chico's FAS in 2000 where he spent the next eleven years on the retail organization's Corporate Executive team overseeing Corporate relations, branding programs, associate programs, retail operations, customer engagements and loyalty programs, strategic planning, investor relations, governmental and community relations as well as overseeing national charitable giving. His tenure includes producing tax exemptions, lawsuit reform, securing corporate funding, workforce and free trade legislation as well as directing crisis management and relief efforts nationwide. He created and served as the Executive of Chico's Charities, Inc. and led Corporate Social Responsibility initiatives locally and nationwide, national partnerships, scholarships and much more that helped support our communities.

Peacock is a member of the 2008 /2009 Leadership Florida Class, Leadership Florida Regional Council, Florida Hemp/Cannabis State Advisory Board, Florida GulfCoast University, Lutgert School of Business Board of Directors, Hodges University Presidents Council, Step up for Students, Edison Ford- Winter Estates past Community Advisor for News-Press Editorial Board, Florida Chamber, Executive Board, Florida Retail Federation as well as serving on a number of non-profit Boards including AMI Kids, Boys and Girls Club Be Great Campaign, Children's Advocacy Council American Red Cross of SWFL, Edison Ford Winter Estates, Foundation for Lee County Public Schools.

Founder / Partner, Seed and Bean Market, in Ft. Myers. He was recently appointed by the Commissioner of Agriculture and Governor's Office as Vice- Chairman of the First Hemp/Cannabis Statewide Advisory Board.



2022/2023 Chair, Edison Ford Winter Estates, Board of Trustees

2019 /2022 Vice Chair, Florida Hemp/Cannabis Board, Appointed

2018/19/2022 Chairman, Children's Advocacy Council

2020/2022 Vice Chair, Uncommon Friends Foundation

2020/2022 Vice Chair, Edison Ford Winter Estates, Board of Trustees

2019/2020 President, Whiskey Creek Community Association

2016/17 Chairman, AMI Kids, SWFL, Emeritus



SUNRISE

CONSULTING GROUP

Tab 3

Plan of Approach

SCG has reviewed all the facets provided in the general scope of services and SCG acknowledges that it has experience in excelling at providing all services listed. Designing, evaluating, and executing a successful legislative success plan for our local government clients is something SCG excels in. The well thought out deliverables provided in the solicitation are the well-founded underpinnings of a successful two-part communication. Strong advocacy for the city between the consultant and decision makers will be supported by the robust communication between the city and its chosen consultative team.

The city will receive the same well-known and results-backed service that all of SCG's local government clients receive. A service that is also tailored to the city to provide the best client-consultant relationship.

While many firms will provide what the city calls a "project director" and then share that they will conceptually include other firm members as part of the representation strategy, the city will succinctly get all the knowledge and experience of the SCG team. With his vast political prowess and practical experience in Florida's legislative process, Shawn Foster has years of experience building tremendous relationships with legislators and advocating for a wide range of local public sector policy and budgetary priorities. Andrew Kalel has great relationships with legislative staff, committee staff, but most importantly he is well-versed in the executive branch of Florida's government. He will no-doubt be of incredible assistance to the city in its interactions with various state agencies. Andrew and Shawn are both appropriations experts with their knowledge of the process and their relationships with the many decision-makers in Florida's capitol. With her many years of experience in supporting a consultative team Yvette Behmer supports SCG with her unparalleled "can-do" attitude. She will work to ensure that deliverables for the city are followed up on and followed through on by the team. Finally, with SCG the city will be serviced by Cole Peacock, located in Lee County. Cole has worked for SCG for several years pairing his wealth of knowledge on Lee County intricacies to the issue faced by SCG's clients in the area. Cole will serve as an intergovernmental liaison for the city and will be a valuable link between the city and the Lee County delegation.

Florida's state government policy making process is an annual cycle. SCG believes that thorough research, vetting, and groundwork well ahead of that cycle will serve to evaluate the many needs of our clients. After each legislative session the city and SCG can collaborate on new projects and initiatives taken on by the city and where there are opportunities to seek policy, regulatory, and budgetary assistance from the state.

What will a relationship and plan of approach between the city and SCG look like for the 2023 session? The upcoming 60-day Legislative Session will begin on March 7, 2023. Interim-Committee weeks start December 12th, 2022. SCG must work quickly to onboard with the city. This will involve introductory meetings as directed by the City Manager with other executive staff; the mayor and city council members; and potentially the staff of other various city departments.

With our help the groundwork of our clients will be best able to prioritize a legislative agenda that matches the agenda of Florida's decision makers, yielding success.

Plan of Approach

Sunrise Consulting Group will work with the City's staff leadership to formulate an achievable agenda that is supported by anticipated legislative priorities of chamber leadership. Sunrise Consulting Group is prepared to onboard with the city and collaborate on the development of city's 2023 state legislative; and we are prepared to work to develop a successful, long-term legislative plan.

While many policy matters and statutes are common to all entities that administer a local government, SCG will seek to fine tune our monitoring strategy for the city. This will allow us to review and comment on the introduction and progress of legislation most important to the city. This will allow us to understand the city as an agency and then to dive into the vision, upcoming projects, and issues that are unique to the city.

Once we have started our relationship, SCG will work with the city to evaluate any legislative priorities that are currently contemplated by the city. SCG will offer feedback and perspective that can assist the city in refining their 2023 legislative platform. Additionally, SCG will take the city's legislative agenda and consider how it lines up with many outside stakeholders and, more importantly, the anticipated priorities of the legislature. Based on the timing of an executed relationship SCG will work to reach out to the Lee County delegation to establish SCG's position with the city and to set up meetings regarding the city's legislative platform.

SCG's advocacy for the city will not begin and end with this legislation upcoming session. SCG will work with the city year-round to arrange meetings between decision makers and the city working on both the implementation of new items and assisting the city with ingoing matters. We will be present at the city and in front of city council at least annually. We also visit with legislators to discuss upcoming projects and the implementation of previously awarded projects.

We embrace benchmarks as a way for the city to evaluate the effectiveness of our advocacy work. SCG does not just want to be an idle or reactive partner. Measuring the level of activity and accomplishment desired by the city is a great tool to evaluate the effectiveness of an advocacy strategy. Benchmarks can include building relationships with decision makers, local delegation members, building and executing an effective advocacy plan, and finding budgetary and policy success.

The bulk of communication between SCG and the city leading up to, and during session, will relate to legislative actions. SCG utilizes an industry-standard legislative tracking software. While many firms may provide the city with a report generated by that or a similar system, SCG will communicate to the city with useful reports that include information that the city is specifically interested in. SCG's reports include each week what conversations specifically for the city have taken place, this can be a useful benchmark. Based on interactions each week of session SCG will communicate with the city any potential updates of changes to the city's legislative agenda, objectives, and communication strategies, if needed.

With SCG, the city can count on a legislative team that maintains a consistent presence with the city staff, and council members; that the city's representation is seen in the Florida Capitol; and the city's priorities are always pushed to the top of mind with the Lee County Delegation. SCG prides itself on this. The city can count on routine communication with staff and council members.

Plan of Approach

SCG will routinely visit with the offices of the members of the city's local delegation during committee weeks and session. This in-person interaction in Tallahassee will keep the city abreast of the continually shifting policy and budget items and will keep the city's priorities top of mind with the delegation. Ultimately, this will put the city in the best position to seek continued assistance and support from their delegation throughout session.

SCG has many relationships, every two years, a significant number of officials in this state are newly elected. SCG will identify, build, and maintain working relationships with decision makers and their staff as this attrition occurs. Many state lobbyists work to ensure these types of interactions take place.

There are other relationships that are key to a successful legislative strategy. SCG works to incorporate another advocacy element...coalition. Engaging and collaborating with outside stakeholders that seek goals common goals will help make or influence policy decisions to benefit the city.

SCG will be the city's "connector" and liaison to the many stakeholders' associative groups. These groups such as the Florida League of Cities, Florida Association for Intergovernmental Relations will help amplify the voice of the city on priorities that are common to all local governments. Taking it a step further, there are many outside groups that are large stakeholders on policy that the city may be interested in. These groups may focus on issues of municipal administration, utility administration, or most importantly water issues. With each new position on existing policy or prioritization of a new policy proposal SCG will identify stakeholder associations that will impact the city's position. This will help the city gain valuable intel and bolster success.

SCG will identifying state actions of interest to the city, specifically actions that will enhance or harm the city's financial position, all while effectively boosting the relationship the city has with state-level decision makers.

Local governments are primarily engaged in providing services. Providing these services cost a great deal of money. With that everything the local government does is extremely contingent on proper funding of operations. With that in mind, SCG, is vigilantly on the lookout for any policy proposals or budgetary proposals (which is essentially policy because budget shapes policy) that could adversely or positively affect our local government clients. When we think about an advocacy strategy, we often think about a robust defense strategy as proposals often hurt current operational paradigms of local governments. While proposals can often hurt operations with a larger impact, positive proposals that can enhance operations must have the same high level of review to maximize any potential benefits. It takes an advocacy team with local government experience evaluate a budget proposal from every angle to ensure that that the city is seizing every opportunity available, and not letting benefits pass by.

*SCG will identify situations where the city can be a well-received educational voice on the many proposals that come through the Florida legislature. This will give the city an opportunity to build its name as a well-rounded stakeholder. Acting on negative policy proposals with a quick responsive defensive strategy can give a stakeholder such as the city a place at the table in policy discussions. However that does not have the same stature as a stakeholder who is at the table for both defensive conversations **and** both conversations in support of policy proposals, and less frequently seen in Tallahassee, to just offer friendly guidance input as a respected stakeholder.*



SUNRISE

CONSULTING GROUP

Tab 4



Proposed Compensation

\$48,000 USD per year

To be paid in 12 monthly installments to Sunrise Consulting Group as the vendor of record. The cost provided is all-inclusive of all types of services provided within our response to this solicitation.



SUNRISE

CONSULTING GROUP

Tab 5



Local Vendor Preference

Local Vendor Preference is not applicable to SCG's response.



SUNRISE

CONSULTING GROUP

Tab 6

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: Sunrise Consulting Group

Business Address: 5957 Riviera Lane, New Port Richey, FL 34655

FEIN (if applicable): 82-2863316

1. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

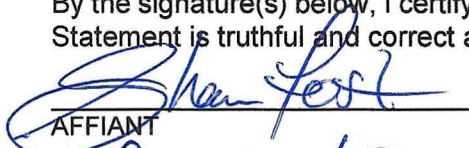
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies]**.

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction, and the final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

By the signature(s) below, I certify that the above information provided in this Public Entity Crimes Statement is truthful and correct at the time of submission.

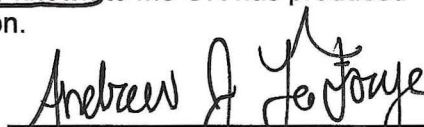

AFFIANT
President / Owner
Title

Shawn Foster
Typed Name of AFFIANT

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was executed before me this 21st day of November, 2022, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)  ANDREW J. LA FORGE
Commission #GG 961783
Expires February 24, 2024
Bonded Thru Budget Notary Services


NOTARY PUBLIC, State of Florida

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: Sunrise Consulting Group

Business Address: 5957 Riviera Lane, New Port Richey, FL 34655

FEIN (if applicable): 82-2863316

1. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
2. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
3. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
4. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

☒] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

☐] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

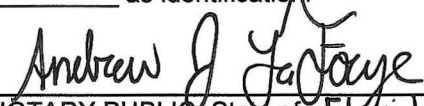
By the signature(s) below, I certify that the above information provided in this Scrutinized Company Statement is truthful and correct at the time of submission.


AFFIANT _____ Shawn Foster
Typed Name of AFFIANT
President/Owner
Title

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was executed before me this 21st day of November, 2022,
by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

(stamp)  ANDREW J. LA FORGE
Commission #GG 961783
Expires February 24, 2024
Bonded Thru Budget Notary Services


NOTARY PUBLIC, State of Florida

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is NOT on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is NOT on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is NOT on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is NOT on list ☐ entity is on list

Verified by: _____ Date: _____
Print Name

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAW COMPLIANCE**

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

The Contractor/Consultant shall also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986. The agreements shall also state that each business is responsible of its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

COMPANY NAME: Sunrise Consulting Group

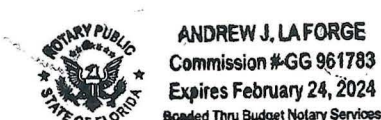
[Signature] President/Owner 11/22/22
Signature Title Date

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was executed before me this 21st day of November, 2022, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public Seal

Andrew J. LaForge
Signature of Notary Public



Vendor Checklist and Solicitation Label

Please read carefully. Vendor should check off each of the following items as the necessary action is completed:

- ☒ The Proposal has been signed.
- ☒ All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- ☒ Any addenda have been signed and included.
- ☒ One (1) original and ten (10) copies have been included.
- ☒ The mailing envelope must be sealed and the mailing label has been attached to the envelope.

PLEASE ATTACH BELOW LABEL TO YOUR SOLICITATION PACKAGE

**DO NOT OPEN
SEALED SOLICITATION**

**RFP 22-12 State Legislative and Executive Branch Lobbying Services
Submittals Due By 2:00 pm on November 30, 2022**

Deliver To: ATTN: CARLY SANSEVERINO
CITY OF BONITA SPRINGS
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

Submitted By:

Shawn Foster
(Name of Proposer)

Shawn Foster
(Name of Contact Person)

(727) 808-4131
(Telephone Number)

Proposals received after the time and date above will not be accepted.



ADDENDUM NO. 1

To: Prospective Proposers

Date Issued: November 7, 2022

Addendum To: RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES

The following are changes/clarifications to the Contract Documents based on questions addressed to the City of Bonita Springs:

1. Please clarify the number of original proposals and copies are to be submitted.

Please submit ten (10) original proposals and an electronic version on one (1) USB flash drive, or similar device.

Acknowledgement of receipt of this Addendum No. 1 is required at the time of submittal.

**RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES**

Proposals due by 2:00 pm on November 30, 2022

I, Shawn Foster, hereby acknowledge the receipt of Addendum No. 1 as
(Print Name)

identified above.

Signature

CEO
Title

Sunrise Consulting Group
Company Name

CITY OF BONITA SPRINGS

State Legislative and Executive Branch Lobbying Services

RFP 22-12

November 30, 2022

PREPARED BY

GRAYROBINSON^{*}

Christopher L. Carmody, Jr.

Shareholder

301 East Pine St., Suite 1400

Orlando, Florida 32801

407.244.5649

chris.carmody@gray-robinson.com

** GrayRobinson was founded in Orlando in 1970 as Gray, Harris, Adams & Robinson, P.A. In 1981, the name was changed to Gray, Harris & Robinson, P.A., and in 2003 it was changed to its present name, GrayRobinson, P.A., under which the firm has operated for 19 years.*

TABLE OF CONTENTS

COVER PAGE: INTRODUCTION	1
TAB 1. QUALIFICATIONS OF FIRM	3
TAB 2. PERSONNEL	8
TAB 3: PLAN OF APPROACH	12
TAB 4: PROPOSED COMPENSATION	21
TAB 5: LOCAL VENDOR PREFERENCE	22
TAB 6: REQUIRED FORMS	23
Public Entity Crimes Statement	23
Scrutinized Company Statement	25
Affidavit Certification Immigration Law Compliance	27
Addendum No. 1	28
APPENDIX A: TEAM BIOGRAPHIES, REGISTRATIONS, AND LICENSES	29
Florida Division of Corporations Registration	29
GrayRobinson Legislative Branch Registered Lobbyists	31
GrayRobinson Executive Branch Registered Lobbyists	32
Project Director - Christopher L. Carmody, Jr.	33
Dean Cannon	35
Carlecia Collins*	37
Angela M. Drzewiecki*	38
Ryan E. Matthews	39
Derek P. Rooney	41
Burt L. Saunders	43
Robert F. Stuart, Jr.*	45
APPENDIX B: MEMORANDUM OF AUTHORITY	46

TAB 1. QUALIFICATIONS OF FIRM

Please provide an executive summary, signed by an authorized officer of the company, to briefly state the proposer's understanding of the work to be done, the firm's qualifications to perform the work, the number of years of experience in providing the required services, and affirm that all assigned personnel possess any licenses, registrations, and/or certifications required to provide these services in the State of Florida and in Lee County.

On behalf of GrayRobinson, we are pleased to offer this proposal to provide state legislative and executive branch lobbying services for the City of Bonita Springs (the City). We present the enclosed qualifications, including examples of our experience, accomplishments, and capabilities, proving we are exceptionally and uniquely qualified to provide the services requested by the City. GrayRobinson professionals have provided federal, state, and local lobbying and government affairs services for over 50 years. As such, we have a unique and complete understanding of the work to be done as outlined in the City's Request for Proposal. We affirm that all assigned personnel possess licenses, registrations, and/or certifications required to provide these services in the State of Florida and in Lee County.

As detailed in our proposal, the GrayRobinson team has extensive experience representing local government before the legislative and executive branches of Florida's government. Throughout the last several decades, GrayRobinson professionals have served as counsel to the State of Florida, the Florida House of Representatives, governors, legislators, cities, and counties. Due in large part to our excellent relationships with elected and appointed officials at the local and state levels, we have successfully represented public sector clients before Florida governmental entities on everything from legislative appropriations and procurement to utility projects, economic development, and tax incentives. GrayRobinson professionals are highly involved in Florida's government and political processes, and we understand how state and local government truly work.

Our professional and political acumen extends beyond the state's capital. With 14 offices in Florida, we provide our clients with a local connection no matter where you are in the state. This means that in addition to our decades of experience in state government, we maintain ongoing, comprehensive knowledge of what is happening at the local level and are constituents of many of the legislative delegations.

Our team's success in helping navigate our clients to victory within the halls of government is evident in our recognition as the "Legal-Lobbying Firm of the Year" by *INFLUENCE Magazine* in 2019 and 2021, and our recurring position on the *Florida Politics* list of the top-earning lobbying firms in the state. With registered state and federal lobbyists, GrayRobinson professionals are members of countless organizations and recipients of multiple awards and accolades, including:

- *Best Lawyers in America*, Government Relations Practice
- *Best Lawyers in America*, Lawyer of the Year, Government Relations Practice
- *Best Lawyers in America*, Ones to Watch
- *Business Journal*, Most Influential Businessperson
- *City & State Florida*, The Florida Power 100
- Florida League of Cities, Home Rule Hero Award
- *Florida Politics*, 30 Under 30 Rising Star
- *Florida Politics*, Florida Politician of the Decade
- *Florida Trend*, Legal Elite, Government & Administrative Law
- *Florida Trend*, Florida's 500: Florida's Most Influential Business Leaders
- *INFLUENCE Magazine*, Lobbying Industry's Rising Star
- *INFLUENCE Magazine*, Legal-Lobbying Firm of the Year
- *INFLUENCE Magazine*, The INFLUENCE 150: The Most Influential People in Florida Politics
- *The Hill*, Top Lobbyist
- *The Hill*, DC's Top Hired Guns

Our team of professionals provides a combination of specialized experience with public sector issues, exclusive access to leaders in the legislative and executive branches, and deep-rooted connections throughout Florida. I hope you will recognize the outstanding qualifications of GrayRobinson's professionals and favorably consider this proposal. We look forward to hearing from you.

Regards,

Chris Carmody
Shareholder
GrayRobinson

**Please see Appendix B for the GrayRobinson Memorandum of Authority*

Please include a list of current clients with whom the firm has contracted and a description of any potential conflicts of interest with the City.

GrayRobinson's government affairs and lobbying group represents the following clients in state legislative and/or executive branch lobbying services.

AAA Scholarship Foundation	Cavnue, LLC	City of Maitland
Alliance for Safety and Justice	Cellebrite Inc.	City of Mount Dora
ALS Education, Inc.	Centene Corporation on behalf of its affiliates and subsidiaries	City of Newberry
Aramark Correctional Services LLC	Central Florida Council Boy Scouts of America	City of Orlando
Aramark Educational Services LLC	Central Florida Hotel & Lodging Association	City of Oviedo
Arnold & Winnie Palmer Foundation	Central Florida Regional Workforce Development Board Inc.	City of Port St. Lucie
Associated Builders & Contractors of Florida Inc.	Central Florida Zoo & Botanical Gardens	City of St. Cloud
Atlantic Housing Partners LLLP	Centurion	City of Tallahassee
Automated Health Systems Inc.	Change Everything D/B/A Project Opioid	City of Tampa
AvMed Inc.	ChildNet Inc.	City of West Palm Beach
Beacon College	Citizens for Lower Electric Rates Inc.	City of Winter Park
Big Ideas Learning, LLC	City of Belle Isle	Clay County Utility Authority
Blue Waters Development Group, LLC	City of Clermont	College of Central Florida Foundation
Bombardier Aerospace Corporation	City of Fort Myers	College of Florida Keys Foundation
Broward County Clerk of Courts	City of Fort Pierce	Community Legal Services of Mid-Florida
Brown & Brown Inc.	City of Gainesville	Conservation Florida Inc.
Brown and Caldwell	City of Greenacres	Coreview
Buc-ee's Limited	City of Groveland	Crystal Lagoons U.S. Corp.
C-Pace Alliance	City of Hollywood	Curriculum Associates LLC
Camelot Community Care Inc.	City of Key West	DDER Holdings LLC dba Birdsong Housing Partners
Canaveral Port Authority	City of Kissimmee	Deloitte Consulting LLP
CareerSource Citrus Levy Marion		Devereux Foundation Inc.
CareerSource Pinellas		Dewberry Engineers Inc.
CarMax		
Casa Valentina Inc.		
Cassidy Holdings LLC		

Disasters Strategies & Ideas Group	GrayRobinson P.A.	Miami Bridge Youth and Family Services Inc.
Dosal Tobacco Corporation	Greater Tampa Bay Area Council Boy Scouts of America	Miami Downtown Development Authority
Escambia County	Gulf Coast Council Boy Scouts of America	Miami-Dade County
Florida Association for Media in Education (FAME)	Gulf County	Minde Reinhart
Florida Association of Counties	Gulf Stream Council Boy Scouts of America	Monroe County Board of County Commissioners
Florida Association of Free & Charitable Clinics (FAFCC)	Habitat for Humanity Greater Orlando and Osceola County	Murphy USA Inc.
Florida Association of Insurance Agents	Habitat for Humanity of Florida, Inc.	National Association of Industrial & Office Properties
Florida Association of Rehabilitation Facilities	Hendry County Board of County Commissioners	National Lightning Protection Corp.
Florida Association of the American Institute of Architects	Hendry County Economic Development Council	New Venture Fund
Florida Atlantic University Foundation	Here Tomorrow	Non-Profit Insurance Services Inc.
Florida Brownfields Association	Hillsborough County Aviation Authority	Noresco LLC
Florida Chamber of Commerce, Inc.	Hillsborough County Clerk of Court and Comptroller	North Florida Council Boy Scouts of America
Florida Drilling	Hillsborough County Public Schools	On Street Media Florida Inc.
Florida Ground Water Association	IMG College LLC	OneBlood Inc.
Florida Keys Educational Foundation	InHealth MD Alliance, LLC	Oracle America Inc.
Florida League of Cities	Islamorada Village of Islands	Orange County Board of County Commissioners
Florida Library Association	JEA	Orange County Clerk of Courts
Florida Municipal Broadband Alliance	JPMorgan Chase Holdings LLC	Orange County Government
Florida Municipal Electric Association	Kirenaga Management Group Inc.	Orange County Library District
Florida Municipal Insurance Trust	Kologik	Orange County Sheriff
Florida Municipal Natural Gas Association	Laboratory Corporation of America	Organon LLC
Florida Municipal Power Agency	Lake County	Orlando Economic Partnership Inc.
Florida Outdoor Advertising Association	Lake County School Board	Orlando Magic
Florida Redevelopment Association	Lee Memorial Health System	Orlando Utilities Commission
Florida Roofing & Sheet Metal Contractors Association	LifeLink Foundation Inc.	Pepsi Bottling Company
Florida School Boards Association	Lighthouse Works! Inc.	Pepsi Cola North America
Florida Sheriffs Association	Lockheed Martin Corporation	PepsiCo
Florida Society of Health-System Pharmacists Inc.	Lumen	Public Consulting Group LLC
Florida Society of Oral and Maxillofacial Surgeons	Management & Training Corporation	Quaker Foods & Beverages
FMSbonds Inc.	Marion County Board of County Commissioners	River Region Human Services Inc.
Frito-Lay Inc.	Martin Aquatic Design & Engineering	Santa Fe College Foundation
FRSA Self Insurers Fund Inc.	Meta Platforms, Inc. (Facebook)	Sarasota Memorial Health Care System
Gatorade	Metroplan Orlando	SAS Institute Inc.
		School Board of Broward County
		School Board of Levy County
		School Board of Volusia County

School District of St. Lucie County	Study Edge	Uber Technologies Inc. and Affiliates
SeatGeek, Inc.	Sunrise Community, Inc.	United States Sugar Corporation
Seavin Inc.	Suwannee River Area Council Boy	University of Central Florida
Shands Teaching Hospital and Clinics	Scouts of America	Foundation Inc.
South Broward Hospital District d/b/a	Synagro Technologies Inc.	University of Central Florida Student
Memorial Healthcare System	Sysco Corporation	Government Association
South Central Florida Express Inc.	Talitrix LLC	Verify4 Inc.
South Florida Council Boy Scouts of	Target Corporation	Village of Indiantown
America	The 4R Foundation, Inc., dba 4Roots	Villages, The
Southern Gardens Citrus Groves	The American Law Institute	Walt Disney Parks and Resorts U.S.
Corporation	The School Board of Lee County	Washington County Board of County
Southern Gardens Citrus Holding	The Trust for Public Land Action Fund	Commissioners
Corporation	TickPick	Water Remedies LLC
Southern Gardens Citrus Nursery	ToHo Water Authority	West Orange Healthcare District
Corporation	Transition House Inc.	Woodard & Curran Inc.
Southwest Florida Council Boy Scouts	Travel + Leisure Co.	WSP USA INC.
of America	Tropicana Products Inc.	
St. Lucie County	Twin Creeks Development Associates	
STEPS Inc.		

CONFLICTS STATEMENT

GrayRobinson is not aware of any current or potential conflict of interest that would arise from our representation of the City and will take the necessary steps to avoid conflicts of interest in the future. If a potential conflict arises, we will seek a waiver from one or both parties. If a waiver or agreement cannot be reached, we will address the issue and withdraw, if necessary. The honor of representing the City is one we take seriously, and we will do all that is necessary to ensure the City's interests are not maligned by our concurrent representation of other clients.

Please describe all business-related claims, arbitrations, administrative hearings, and lawsuits pending or filed in the last three (3) years by or against the firm or its members, predecessor organization(s), or any subsidiary.

In any firm with hundreds of clients and nearly 300 attorneys and advisors throughout 15 offices, there may be an occasional dispute between the firm and a client. GrayRobinson and its attorneys have a few disputes involving matters that would be entirely irrelevant to the City's operational and legal or lobbying needs. GrayRobinson is contesting each dispute vigorously and expects to prevail on each or, in the worst case, settle on reasonable terms that will not jeopardize the firm's financial viability. The firm is also fully insured with respect to any pending claims. The GrayRobinson team is proud of its reputation for honest, ethical dealings with its clients. That is our culture, and we will be pleased to bring that culture to the table in the course of representing the City of Bonita Springs.

Please provide evidence of the firm's financial stability and demonstrate sufficient resources to provide the services sought.

FINANCIAL STABILITY

GrayRobinson is annually recognized at the state and national level for its financial performance (by *American Lawyer*) and annual growth (by *National Law Journal*). As GrayRobinson is a privately owned corporation, we do not release our financial statements. Should you require an independent opinion, we would be happy to provide the contact information for or a letter of good standing from our banker.

RESOURCES

GrayRobinson commits to meeting any time and budget requirements set by the City. Proposed team lead Chris Carmody will oversee all matters and ensure the City is given proper attention and effort, and is satisfied with the results. With the resources available to us at a firm of nearly 300 professionals, the team has the capacity and tools available to manage multiple projects and track budgets. It is the nature of our work and we meet and exceed all client expectations in this regard.

TAB 2. PERSONNEL

Please identify the specific project management team that will be assigned to this contract. Please detail the roles and responsibilities of the primary team members as they pertain to the Project Approach and include details that demonstrate the individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

Roles and responsibilities of the primary team members not including the Project Director include the following.

DEAN CANNON - TEAM MEMBER AND GRAYROBINSON PRESIDENT AND CEO: Dean has close relationships with legislative and executive branch leadership, having been involved in government law, consulting, and lobbying for more than 27 years, practicing state and local government law and lobbying since 1995. He has been involved in the defense of overall local government since his first days of lobbying. Dean ceased lobbying prior to his election to the Florida House in 2004, and during his eight years in the Florida House. During this time in the Legislature from 2004 to 2012, Dean served as Chair of the Transportation and Economic Development Appropriations Committee, Chair of the Economic Expansion and Infrastructure Committee from 2008 to 2010, and Speaker of the House from 2010 to 2012. After leaving the Florida House, Dean began his lobbying practice that continues today. Dean represents multiple Florida cities, counties, and private sector entities before the Florida Legislature and as a former presiding officer, specializes in strategic, leadership, and appropriations issues for local government clients.

Dean will serve as a lobbyist for the City. Dean has built lasting relationships with legislative and executive branch leadership through his experience serving on the Florida Legislature and as Speaker of the House. His role on the team will focus on interfacing with the current and future presiding officers (President of the Senate and Speaker of the House) as well as the Governor and Cabinet, and he will provide support for message development regarding topics of importance to the City.

CARLECIA COLLINS - TEAM MEMBER AND GOVERNMENT AFFAIRS ADVISOR: Carlecia has more than a decade of experience working in Florida politics. Her experience includes serving in several administrative leadership roles within the Florida Senate. In her most recent position, Carlecia served as a senior legislative assistant for former Florida Senate President Bill Galvano. She handled statewide appointments to boards, commissions, and task forces for the Florida Senate.

Carlecia will serve the City as a dedicated state lobbyist. Her in-depth knowledge of Florida's legislative process is invaluable to her clients in helping them achieve their legislative priorities. While working in the Florida House and Senate, Carlecia forged valuable relationships with representatives in both chambers and on both sides of the aisle and has excellent working relationships within all Florida agencies.

ANGELA DRZEWIECKI - TEAM MEMBER AND GOVERNMENT AFFAIRS ADVISOR: Angela is a highly skilled government affairs advisor in GrayRobinson's Tallahassee office, bringing over a decade of experience in government relations. She has successfully advocated for municipalities, trade associations, nonprofits, and businesses before Florida's executive and legislative branches of government. She works with clients of all sizes to develop short-term and long-term strategies focused on achieving the client's goals, whether those goals require a statutory change, procurement objectives, or legislative appropriation. Angela works tirelessly to advocate on behalf of her clients and has secured millions of dollars in the state budget on their behalf.

Angela will serve the City as a dedicated state lobbyist focusing on various local government matters, transportation, public safety, and legislative appropriations.

RYAN E. MATTHEWS - TEAM MEMBER AND SHAREHOLDER: With an in-depth knowledge of the function and operation of local governments, municipal utilities, and Florida's regulatory and permitting processes, Ryan concentrates his practice on environmental, land use, and local government issues. He is a recognized expert in environmental policy concerning natural resources, focusing on water quality and supply. Before joining the private sector, Ryan served as the Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration. He oversaw 3,000 employees and a \$1.6 billion budget to protect Florida's natural resources. While at DEP, Ryan led the beginning effort to delegate the Clean Water Act Section 404 program to the State of Florida, only the third state in the nation to achieve such delegation. Also, during his time at DEP, he served as Deputy Secretary for Regulatory Programs, overseeing the air, water, and waste regulatory divisions, which issue thousands of permits per year to regulated interests and the business community in Florida. As the Director of the Office of Water Policy, Ryan coordinated and implemented Florida's statewide water policy, including oversight authority of the five water management districts. He played a critical role in pursuing recurring funding for Alternative Water Supply projects in Governor Scott's recommended budget and increased funding for water quality monitoring, TMDLs, and springs.

Ryan will serve as a dedicated state lobbyist for the City. Cementing his experience with municipal issues, Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities. He is a current lobbyist for the Florida Association of Counties, Florida League of Cities, Florida Municipal Electric Association, and numerous individual local governments.

DEREK ROONEY - TEAM MEMBER/LOCAL LIAISON AND SHAREHOLDER: Derek practices in the areas of land use law and local government law and is a Board Certified Attorney in city, county, and local government law. Derek currently serves as counsel to the City of Bonita Springs, the City of LaBelle, the Charlotte County Industrial Development Authority, the Lee County Metropolitan Planning Organization, the Area Agency on Aging for Southwest Florida, and as special counsel to a number of other local government entities.

Derek will serve as the team's local liaison in GrayRobinson's Fort Myers office and will provide the team with a deep understanding of the City's economy, its geography, its socioeconomic and cultural makeup, and its opportunities and challenges.

BURT SAUNDERS - TEAM MEMBER/LOCAL LIAISON AND OF COUNSEL: Burt practices in the areas of local and state government. He served as Florida State Senator for District 37 from 1998 to 2008, where he represented Collier and Lee Counties. Prior to that, he served in the Florida House of Representatives, served as a member of the Collier County Commission, and served as the Collier County Attorney. Burt currently serves as a member of the Collier County Board of County Commissioners.

Burt will provide the team with a deep understanding of the City's economy, its geography, its socioeconomic and cultural makeup, and its opportunities and challenges.

ROBERT F. STUART, JR. - TEAM MEMBER AND SENIOR GOVERNMENT AFFAIRS ADVISOR: Robert has a leadership role in the strategic direction of the government affairs practice, the recruitment of new business, servicing existing firm clients, and building and maintaining strong personal and working relationships with elected officials throughout Florida. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients at the local level throughout the state on matters of procurement and policy. He has significant lobbying experience in the areas of transportation, economic development, education, finance and tax, insurance, alcohol, and local government issues.

Robert will serve the City as a dedicated state lobbyist. He has a proven success record working with his contacts at the FDOT and DEP to collaborate with the state on funding initiatives for his clients. His work in this regard has included the several district offices of these agencies, equally important in setting policy and appropriations priorities. Further, Robert maintains strong working relationships with all committees of subject matter relevance to the City within the Florida Legislature.

Please provide a comprehensive summary of the experience and qualifications of the designated Project Director who will be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this contract.

CHRISTOPHER L. CARMODY, JR. will serve as project director for all government services and lobbying work done by GrayRobinson team members on behalf of the City. Chris will set performance measurements and metrics for the team based on the City's specific needs and requirements. Not all clients are alike, and we provide counsel and support the way each client prefers. Chris will monitor and measure the team's performance as it relates to the overall client relationship through regular satisfaction discussions and performance meetings with the City.

Chris is a lobbyist and attorney admitted to practice in all Florida state courts. He has substantial experience handling government relations matters, including representation before the Florida legislative and executive branches, purchasing and procurement appeals, and professional licensing. Chris is credited with drafting Florida's public-private partnerships law that paved the way for innovative project funding for cities and counties across the state. As well, on behalf of multiple clients, has overseen the ongoing legislative discourse regarding sovereign immunity and claims thereabout. Aside from policy issues, Chris excels in the appropriations process, successfully procuring millions of dollars through the State's budget process.

Chris has been representing clients in the Florida Legislature for more than 15 years and is a Designated Professional Lobbyist. The local government entities for whom Chris serves as lead lobbyist or team member include, Canaveral Port Authority, City of Belle Isle, City of Clermont, City of Groveland, City of Key West, City of Orlando, City of Oviedo, City of Port St. Lucie, City of St. Cloud, Lake County, Lake County School Board, Orange County Clerk of Courts, Orange County Government, Orange County Library District, Orange County Sheriff, School Board of Volusia County, Village of Indiantown, and Washington County Board of County Commissioners.

Please provide an Organizational Chart that shows the key personnel, including the Project Director and the location of the office(s) from which they will be providing services to the City.

Please see the following page for the GrayRobinson team organizational chart.

Please include the resumes, licensure, and certifications of proposed project team members.

Please see Appendix A of this proposal for one-page resumes, licensure, and certifications of proposed project team members.

ORGANIZATIONAL CHART



THE CITY OF BONITA SPRINGS TEAM



CHRIS CARMODY
Shareholder / Lobbyist

Orlando/Tallahassee

Role: Project Director; Finance and Tax Specialist



DEAN CANNON
President and CEO

Tallahassee

Role: High-level access for major asks that only a former Speaker can provide.



CARLECIA COLLINS
Govt Affairs Advisor

Tallahassee

Role: The leadership and committee staff expertise of a former House and Senate leadership staff member.



ANGELA DRZEWIECKI
Govt Affairs Advisor

Tallahassee

Role: Appropriations and FDEM expertise.



RYAN MATTHEWS
Shareholder / Lobbyist

Tallahassee

Role: Policy expert (League of Cities representation) and DEP specialist (former Secretary).



DEREK ROONEY
Shareholder

Fort Myers

Role: Local liaison.



BURT SAUNDERS
Of Counsel

Naples

Role: Local liaison and Senate expert, as former member.



ROBERT STUART
Senior Govt Affairs Advisor

Orlando/Tallahassee

Role: FDOT, FDEM, and appropriations.

TAB 3: PLAN OF APPROACH

Please explain the comprehensive Plan of Approach detailing how the firm intends to comply with and meet the anticipated deliverables required for the project.

STAFFING AND MANPOWER REQUIREMENTS

GrayRobinson implements a team approach designed to maximize communication and responsiveness in representations such as those contemplated by this RFP. If selected, Christopher L. Carmody, Jr. will handle work oversight and ensure the overall delivery of satisfaction and value to the City. Chris works out of the firm's Orlando and Tallahassee offices and is regularly in the Southwest Florida region serving clients and meeting with legislators. Along with Chris, we have identified the team of Dean Cannon, Carlecia Collins, Angela Drzewiecki, Ryan Matthews, local liaison Attorney Derek Rooney, Of Counsel Attorney Burt Saunders, and Robert F. Stuart Jr. This team approach allows us to provide high-quality legislative guidance, maintain the flexibility necessary to respond swiftly and thoroughly, and facilitates open communication and accountability. In addition to the team's own experience, Chris will have the ability to call upon the experience and qualifications of nearly 300 GrayRobinson attorneys, government consultants, and other professional staff. These attorneys and consultants come from various professional backgrounds, including government, private industry, and law firms.

PROPOSED SCHEDULE

The following table outlines our proposed schedule for representing the City.

OBJECTIVES	DESCRIPTION OF WORK/ACTION ITEMS
Legislative Workshop	A comprehensive assessment of the needs and assets of the City, including City's existing legislative priorities; political allies; policy goals; state legislative, budgetary, and regulatory concerns; state-funded initiatives; and recent accomplishments.
Legislative Agenda	Utilizing the City's existing legislative priorities and any changes resulting from the legislative workshop, we will develop a proposed comprehensive agenda for review and approval to engage the legislative and executive branch audiences.
Establish potential champions and supporters for each identified issue, facilitate meetings; ensure appropriate follow-up from meetings.	We will create a comprehensive list of legislators who have signed on to key proposals, belong to critical committees, and have co-signed letters of support on priority issues and funding. The team will use this list to reach out to potential champions, maintain relationships with current champions, and identify new opportunities for legislative outreach.
Advise and assist in implementing activities (such as briefings/hearings, creation of materials) to educate legislators and their staff about these issues.	Work with committees, legislative and executive branch senior staff, and personal office contacts.
Provide strategic guidance regarding events and other opportunities to raise awareness of and support for City policy and budgetary advocacy objectives.	Work with committees, legislative and executive branch senior staff, and personal office contacts to identify opportunities to elevate City designee(s) as thought-leaders on critical issues and objectives.

FOR EACH IDENTIFIED ISSUE, ASSIST IN DEVELOPING OUTREACH/LOBBYING STRATEGIES AROUND KEY ISSUES, INCLUDING:	
Communicate directly with City designee(s) to establish supporters for legislation and funding priorities and facilitate meetings; ensure appropriate follow-up from meetings.	Once assessments are complete, utilize research tools to accomplish this objective.
Draft, review, revise, and/or provide guidance on new and existing budget items as directed.	Providing factsheets, leave-behinds, and other materials for staffers is critical in the educational process.
Report on status of relevant issues as they move through the legislative and budgeting process and provide strategic guidance on course of action.	Tracking and assessment are a regular part of the work product provided to our government affairs clients.
Support the City in organizing and scheduling Capitol Days one to two times per year.	Capitol Days, when done well, can be highly effective. Identifying members of the Legislature relevant to the City and its policy and funding objectives will be critical in being effective during any Capitol Day event. We are engaged in every step of the process, from preparing the agenda to talking to your team about what to expect to follow-up with members.
Create or deepen high-level relationships with key offices.	Identify, introduce, and set up meetings for City designee(s) with designated champions.
Identify and track relevant developments and provide ongoing support for City advocacy by providing information proactively and as requested.	Alert City designee(s) to trends, events, and legislative movements, including relevant draft legislation and budget movement.
FOR EACH IDENTIFIED ISSUE, ASSIST IN DEVELOPING OUTREACH/LOBBYING STRATEGIES AROUND FUNDING INITIATIVES, INCLUDING:	
Assist in developing appropriations "asks" and justifications for each of the relevant agencies and budget lines.	Complete assessment and internal review of priorities must be completed.
As directed, assist the City in submitting requests, justifications, and proposed report language to relevant House and Senate members.	Compile a comprehensive list of members of the Legislature to utilize, with appropriate forms for submission, backup information, and deadlines.
Identify relevant appropriations staff, schedule meetings, and accompany City designee(s); ensure appropriate follow-up from meetings.	Once requests are submitted, follow up with a comprehensive list of members on requests submitted to committees PRIOR to member deadlines. Importantly, we will establish a strong rapport for the City with key appropriations legislators.
Track the appropriations process, including anticipated timelines and times for input.	Complete review and tracking are critical to success.
Report on status of appropriations, bills, and report language as it moves through the legislative process and provide strategic guidance on course of action.	Comprehensive tracking and immediately convey to the City any facts and details uncovered through regular conversations with colleagues and legislators. Regular reports are provided, and insights are developed based on intelligence collected.
ADDITIONAL ACTION ITEMS:	
For each identified issue, provide strategic guidance and assistance in engaging and influencing legislative and executive branch representatives.	

ADDITIONAL ACTION ITEMS:

Support City advocacy and funding efforts by providing relevant analysis.
Draft letters, testimony, fact sheets, backgrounders, and other materials.
Participate in internal meetings or meetings with external associations and organizations for coordination purposes.
Communicate and provide regular reporting to the City summarizing activities.
Immediately alert City designee(s) of pending appropriations or actions that will impact the City or its citizens.
Monitor legislation and forward pertinent information to the City for distribution to appropriate staff.
Update the City on issues of importance, including calendars of hearings and meetings discussing relevant issues.
Provide a detailed summary report within 60 days of the close of session.

PERFORMANCE BENCHMARKS AND PLANS

Before and during the legislative session, members of our team will provide legislative drafting, strategy development, one-on-one lobbying, committee presentations, and other services to meet the City's needs. This also includes effectively coordinating with grassroots organizations and like-minded coalitions, and utilizing technology to ensure our advocacy message is resonating among key stakeholders. Our proposed team has the knowledge and long-term experience essential to prepare and introduce legislation, both general bills and amendments, in favor of the City's activities and services through the House, Senate, and Governor's Office. Our team of lobbyists and attorneys has drafted all manner of legislation ranging from major pieces of legislation to small but important amendments and everything in-between. We approach this task as early as possible to ensure we have time to achieve the desired results. The GrayRobinson team maintains excellent relationships with legislators and staff who will advocate on behalf of the City on policy issues and established relationships with leadership in the current and future Senate and House.

In addition, we commit to communicating with the City regarding the background and political realities of various legislative priorities and funding requests at all times. The moment we become aware of legislation that may impact our clients, either positively or negatively, we alert them - this is especially so with funding issues. Throughout our representation, the GrayRobinson team will proactively measure the position of each objective and consult with the City on the status of that agenda item, including plans that may need to take a different course of action to achieve the overall goal.

Once the 60-day legislative session is over, the team will work with the City to assess what passed or did not pass in its favor. We will help determine if a veto effort is necessary and/or help guide the City through implementation and assist with any executive agencies throughout the year. We will monitor and record strategies and issues for the next legislative session and remain engaged on agency matters to push the City's immediate and long-term agenda forward.

METHODS OF TRACKING AND ANALYZING STATE LEGISLATION

GrayRobinson will obtain and monitor all bills, resolutions, files, journals, and histories that may impact the City's legislative or funding interests. Throughout our representation, we will monitor all legislative bill filings, appropriations requests, and amendment filings. We subscribe to LobbyTools as our primary bill tracking and monitoring system. LobbyTools enables us to efficiently research bills, PCBs, statutes, legislators, committees, calendars for executive agencies and licensing boards, Florida and national news, press releases, and other essential information pertaining to the City. We will modify the system to generate customized reports specific to the City in order to provide the most targeted, up-to-date information available. We also monitor all agency

rulemaking through a state tracking system. Additionally, we enjoy strong relationships with staff and various members of Florida's state agencies, and we will utilize these relationships to assist in monitoring all activity relevant to the City. We will provide regular written communications to the City on any relevant actions that may directly or indirectly impact you.

DEVELOPMENT OF AN ANNUAL STATE LEGISLATIVE AGENDA

To advocate for or against any position, we must first have a deep understanding of the issues, know the players involved, and learn what has historically worked and what hasn't for that particular goal or initiative. Upon beginning our engagement with the City, the GrayRobinson team will ensure all of our members have an in-depth understanding of your immediate and long-term needs and issues. We will start developing strategy, tactics, and messaging, through an initial Legislative Workshop with City designees. Following this workshop and any subsequent discussions, our team will work with designated City representatives to develop a Legislative Agenda to ensure sustained support for the City's programs, services, appropriations, and grant objectives. Simultaneously, the GrayRobinson team will begin reaching out to legislative committee members and applicable executive branch agency staff.

PLAN FOR IDENTIFYING ACTIVITIES AND ISSUES OF POTENTIAL INTEREST TO THE CITY AND PROACTIVELY COMMUNICATING WITH STAFF

Once we outline the legislative priorities for the year, the GrayRobinson team will diligently monitor and work to identify activities and issues of potential interest to the City. We will develop a database of policies and issues of interest to the City and begin our continuous monitoring of developing, proposed, promulgating, or administered policies, rules, regulations, and laws affecting the City through LobbyTools. We will generate customized reports that will include targeted, up-to-date information and regularly provide the reports to the City. Additionally, we have strong relationships with staff and various members of Florida's state agencies, and we will utilize these relationships to assist in monitoring and reporting activity relevant to the City.

To act as a voice for the City in the Florida Legislature, the GrayRobinson team must remain in frequent communication with City designees. This includes emails, conference calls, virtual meetings, and attendance in-person at any appropriate meetings. The single point of contact for the City will be Chris Carmody as project director. The more information we exchange, the better communicators we will be on your behalf.

METHODOLOGY FOR ENHANCING THE CITY'S FINANCIAL POSITION BY AVOIDING UNFUNDED MANDATES AND OBTAINING APPROPRIATIONS, GRANTS, PROGRAM FUNDING, ETC.

State legislative intrusion on constitutionally protected home rule governance has been a recurring theme. In partnership with local government advocacy associations including the Florida Association of Counties and the Florida League of Cities, (both of whom are clients of the firm), the GrayRobinson team regularly fights preemption and unfunded mandate legislation in the halls of Tallahassee. While it is important with these myriad proposals – as with all things in the Legislature – to carefully pick our battles and where to spend political capital, we stand on the side of local government (and will stand on the side of the City) for the protection of home rule.

The GrayRobinson team has tremendous experience preparing, submitting, and securing timely approval of legislative budget requests, grant applications, and reviewing documents related to these funding request applications. As part of our daily engagement and with our key contacts in the administration, we monitor and track state and federal funding opportunities for our governmental clients. We will assist the City in researching grant funding opportunities and work with your team to assess whether or not the City is eligible to apply for the grant. Our assessment will help the City determine the viability of any proposal you consider submitting. We are well equipped to identify agencies or other local governments competing for specific grants or appropriations, and

will assist in aligning support for City projects. Our relationships are far-reaching, enabling us to work well with other lobbyists whose clients share a common goal.

METHODOLOGY FOR FACILITATING EFFECTIVE RELATIONSHIP BUILDING BETWEEN CITY AND STATE OFFICIALS

Throughout our representation of the City, the GrayRobinson team will provide direct advocacy efforts in Tallahassee, with a constant presence in the Capitol and throughout Florida's legislative districts. We will work with key legislators and with the City to identify other legislators who may be champions or advocates for your goals, as well as those who may oppose your legislative priorities. In addition, we will identify third parties who may be supportive or in opposition to the City's agenda and collaborate with them on an as-needed basis.

During the months leading up to the legislative session, team members will engage in regular meetings with legislators to keep issues of importance to the City at the forefront of the upcoming legislative session. We will work together with House and Senate leadership, including the House Speaker and Senate President leadership teams, and the chairs of applicable House and Senate committees. Concurrently, the team will work with Florida's Governor and key staff members to ensure their understanding and support of the City's Legislative Agenda and educate members of the Legislature and the various agencies on the City's priorities.

We will secure sponsors as needed and additional support from the appropriate committees to advance the interests identified in the City's Legislative Agenda. We will amend or oppose identified legislation as may be required, and we will work to achieve early support for any policy or appropriation issues as they are developed by the Legislature.

Meeting Coordination - We commit to identifying and arranging meetings between members of the executive branch, legislators, and legislative staff with City designees to promote the funding of City projects or discuss legislative issues affecting the City and speak on matters of importance to position City representatives as thought-leaders on issues affecting local government. In addition to the capabilities of a team that collectively has served five Florida Governors, we maintain excellent working relationships with all of the agency heads in the DeSantis administration and have strong relationships with members of the Cabinet.

We will notify you and prepare you for when City representatives may be required or requested to be in Tallahassee to address issues of importance. On an as-needed basis and consistent with the City's strategy, the team will secure opportunities for City leadership to testify at appropriate committee hearings and briefings before legislative and executive branch leadership on the impacts of its priorities. The timing for these meetings would begin with interim legislative committee meetings and continue through the legislative session.

We will prepare testimony and provide personal counsel to any City representatives who testify before a committee during committee weeks and/or the legislative session. We will draft talking points consistent with the City's strategy and brief City designees on the committee's composition, tendencies, and legislative members. We will remain prepared to testify ourselves at any hearing as necessary and advisable to advance the City's position.

Relationships - The GrayRobinson team goes to great lengths to build long and lasting relationships with decision makers. With 14 offices throughout Florida and an office in Washington, D.C., we get to know legislators, agency heads, staff, and other elected officials in their hometowns. We support their causes, are involved in the same civic organizations, and we are their neighbors and friends. Given the size and scope of GrayRobinson, along with the firm's growth strategy over the years, rarely does a local leader ascend to a role in state government without significant familiarity or a direct relationship with one or more of our professionals throughout the state.

Our relationships with legislative leadership will be vital to the success of the City's efforts. Members of the proposed team have strong working relationships with the leadership in both the House and Senate, spanning both chambers and crossing party lines. In the Florida House, we were early supporters of incoming House Speaker Paul Renner, and our team has been working closely with incoming Senate President Kathleen Passidomo since well before she was elected to lead the chamber. We know their priorities and styles of leadership, and our team has developed and sustained excellent relationships with the Speaker and President's top lieutenants. The team also has long-term, strong relationships with the appropriations chairs in both chambers, Sen. Doug Broxson and Rep. Tom Leek. Thus, whether it is the current Speaker and President, or the future presiding officers (Speaker-Designate Daniel Perez and President-Designate Ben Albritton), we have worked diligently to forge these relationships based on shared interests, trust, and reliability.

In addition to our capabilities in the legislative branch, our team maintains excellent working relationships with all of the agency heads in the current DeSantis administration. We have decades of experience successfully representing our clients before the regulatory agencies of Florida, including but not limited to: the Department of Environmental Protection (DEP), the Department of Business and Professional Regulation (DBPR), the Department of Education (DOE), the Division of Emergency Management (DEM), the Department of Health (DOH), the Department of Transportation (FDOT), the Department of Economic Opportunity (DEO), the Department of Revenue (DOR), the Fish and Wildlife Conservation Commission (FWC), and Enterprise Florida.

SUCCESS EXAMPLES

Representing our effective approach, some local government advocacy and funding successes include but are not limited to the following.

Appropriations

The GrayRobinson Government Affairs and Lobbying Group participates in every aspect and subgrouping of the state budget, including Agriculture and Natural Resources, General Government, Health Care, PreK-12, Higher Education, and Transportation and Economic Development. We work to help fund numerous types of projects for our clients, including infrastructure projects, utilities, resilience projects, educational research, tourism, transportation, and economic development projects. In the 2022 Legislative Session, the team successfully lobbied for more than **\$1.4 BILLION IN TOTAL APPROPRIATIONS**, including 68 individual projects for our clients.

Emergency Management and Disaster Mitigation

- The GrayRobinson team has helped secure much-needed funding in the wake of Florida disasters. Within 72 hours of the 2018 disastrous landfall of Hurricane Michael, on behalf of our client Clay County, GrayRobinson lobbyists convened a group of decision makers to tour the hurricane's destruction and hold a roundtable to discuss next steps. Attending parties included County Commissioners; U.S. Senator Marco Rubio; Florida Department of Economic Opportunity Director Cissy Proctor; Federal Emergency Management Agency Director Brock Long; HD-2 Representative Alex Andrade; Major Dixon and members of the Florida Highway Patrol; and President of the Associated Builders and Contractors of North Florida. In the months following, GrayRobinson helped to secure \$25 million to establish the Hurricane Michael Recovery Grants program. In the 2021 Florida Session, GrayRobinson helped secure more than \$111 million through the Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program for communities continuing to rebuild from Hurricane Michael. The team was also successful in helping the advocacy effort to waive the original requirement stating that benefitting counties must match the dollars provided by the DEO. The development of this funding was a result of the seamless leveraging of state and federal relationships executed by the GrayRobinson lobbying team.

- Helped Broward County and other stakeholders secure more than \$50 million for a beach management program and more than \$11 million for post-Hurricane Irma damage recovery for Florida's beaches on behalf of the City of Hollywood.
- In partnership with the GrayRobinson federal lobbying team in Washington, helped secure Hazard Mitigation Grant Program funds from FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for Escambia County.
- Our team's access was invaluable to the City of Key West in 2019, when we secured a two-hour meeting with then-Division of Emergency Management Director Jared Moskowitz and accompanying senior staff to rectify Keys Electric reimbursement issues stemming from Hurricane Irma. In addition, we successfully helped defeat Senate Bill 1828, which would have handicapped the City of Key West's emergency operations and increased liability to the City and Keys Electric.
- Our team works hand-in-hand on a regular basis with our federal lobbyists in the GrayRobinson D.C. office on behalf of several state lobbying clients in interactions with FEMA. We know and understand the agency's leadership and priorities, translating into expedient and successful outcomes for our clients. With the recent and ongoing impact of hurricanes and other forms of natural disaster and climate change, our relationships with FEMA are of increasing value and importance to local governments in Florida. Furthermore, we assisted our local government clients in understanding and capitalizing on federal COVID-19 relief legislation to ensure our Florida communities remained safe throughout the public health crisis.

Insurance

- The team represents the Florida Association of Insurance Agents (FAIA). Through this representation, we remain intimately involved in all insurance matters and our advocacy aligns with the needs and wants of insurance consumers and constituents.
- Helped defeat proposed amendments that would have undermined Florida's workers' compensation insurance market by allowing poorly capitalized entities to write policies and spread the un-vetted risk to other entities.

Flooding Reduction/Mitigation/Water Management

- Helped secure funding for the Hilltop Drainage Improvements for Flood Mitigation Project for the City of Mount Dora, the Nicolet Pond Stormwater Treatment Project for the City of Winter Park, the Tampa Hyde Park Groundwater Diversion Project for the City of Tampa, a regional stormwater pond alleviating flooding issues within the City and reducing the Total Maximum Daily Load into Lake Jessup for the City of Oviedo, and the Florida Boulevard Stormwater Culvert Improvements Project for the City of Neptune Beach.
- As an advocate for multiple entities in Monroe County, the team participated in the original passage of the Florida Keys Stewardship Act. The legislation expanded the use of dedicated Everglades bonding authority to include broad water quality initiatives and created a dedicated funding source from Florida Forever to preserve conservation lands. Throughout the last five years, we have helped secure more than \$50 million in Florida Keys Stewardship funding and Florida Forever funding for Areas of Critical State Concern on behalf of the City of Key West and the Village of Islamorada.
- For the City of Kissimmee, and over strenuous objection by the DEP and environmental groups, we helped secure Cabinet authorization for a non-water-dependent use permit on a long-term sovereign lands lease.
- In addition, the following table includes some of the successful receipt of grants and alternative funding sources we have secured in partnership with our clients throughout the last two years:

YEAR	ENTITY	GRANT AMOUNT	DESCRIPTION
2022	City of Hollywood	\$16 million+	Helped secure Resilient Florida Grant funding from the Florida DEP.
2022	City of West Palm Beach	\$750,000	Helped secure Resilient Florida Grant funding from the Florida DEP.

YEAR	ENTITY	GRANT AMOUNT	DESCRIPTION
2022	Islamorada Village of Islands	\$19.4 million	Helped secure Resilient Florida Grant funding from the Florida DEP.
2022	Miami-Dade County	\$77.9 million	Helped secure Resilient Florida Grant funding from the Florida DEP.
2022	Monroe County	\$3 million	Helped secure Resilient Florida Grant funding from the Florida DEP.
2021	City of Hollywood	\$400,000	Helped secure \$400,000 for City of Hollywood through the Rebuild Florida General Planning Support Program to develop a risk assessment of areas prone to flooding, including vulnerability to natural hazards.
2021	Clay County Utility Authority Hendry County Board of County Commissioners Orange County St. Lucie County	\$49 million+	Through work with various agencies and the Governor's Office, helped secure grant funding from the Florida Department of Environmental Protection for multiple projects and multiple clients as part of Wastewater Grant Program. Grants included: ▪ \$36.88 million: Orange County Wekiwa Springs Septic to Sewer Project ▪ \$5.75 million: St. Lucie County North Hutchinson Island Septic-to-Sewer Project ▪ \$1.83 million: Hendry County Board of County Commissioners Clewiston to Airglades Forcemain Infrastructure Project ▪ \$636,000: Clay County Utility Authority Doctors Lake Septic to Sewer Project, Phase 2
2021	Escambia County	\$6.6 million	Helped secure Hazard Mitigation Grant Program funds from the Federal Emergency Management Agency under the Robert Stafford Disaster Relief and Emergency Assistance Act. Provided funding to construct four new dry retention stormwater ponds and expand to formalize a wet retention facility.
2021	Escambia County City of Belle Isle Gulf County	\$10 million+	Helped secure more than \$10 million through the Resilient Florida Grant Program to enhance efforts to protect communities from storm damage and prepare for the impacts of sea level rise and flooding.
2021	Gulf County	\$1 million	Helped secure mitigation funds awarded by the Florida Department of Economic Opportunity as a part of the Rebuild Florida Hazard Mitigation Grant Match Program. The funds will protect a critical transportation route from flooding by ensuring a safe evacuation route.
2021	Hendry County Board of County Commissioners	\$1.6 million	Helped secure Department of Economic Opportunity Rebuild Florida Infrastructure Repair Program funding to improve conveyance and pumping capacity to move stormwater to a larger detention area.

Home Rule/Unfunded Mandates

- In recent years, the Legislature has considered many pieces of legislation preempting local government powers and infringing upon your constitutional home rule powers and responsibilities. These bills range from preemption over tree removal ordinances to land use and zoning, procurement issues, and everything in between. Expecting similar legislation will be filed in years to come, it is critically important for local governments to work together to combat policy changes undermining your ability to serve Bonita Springs residents in the way that you, as an elected, deliberate, and responsive body, determine is best. To this end, and as evidenced throughout this response, the GrayRobinson team represents many local governments and the Florida League of Cities and Florida Association of Counties, enhancing our already unique and comprehensive understanding of the City's specific issues and challenges.
- In addition to helping defeat legislation preempting local wage ordinances, we successfully lobbied the Constitutional Revision Commission (CRC) to defeat preemption on the local regulation of commerce, trade, and labor and lobbied for a multi-year extension to a proposal mandating elected constitutional offices.

- Advocated on behalf of our local government clients to defeat major preemption legislation gutting the ability of local governments to regulate local professions and allow for the levying of a local business tax or business tax receipt.
- In addition, we have successfully worked with stakeholders to defeat vacation rental preemption legislation for the City of Hollywood each year since 2018; successfully lobbied to defeat legislation preempting public safety communications systems stemming from a local issue between Broward County and the City of Hollywood; and successfully lobbied the Governor's Office to help secure a veto of House Bill 771 - Environmental Regulation, which among other provisions, would have preempted a local government's authority to prohibit the use of single-use plastic straws.
- Helped amend property development legislation to ensure proposed impact fee credits apply proactively instead of retroactively, helping avoid confusion and potentially significant financial exposure to Orange County.
- Helped defeat two separate House proposals that would have had a significant impact on the ability of cities and counties to efficiently manage general and special fund reserves, appropriately use debt service as a financing mechanism for infrastructure, and maximize the use of existing local revenue options.

Finance and Taxation

- On behalf of Miami-Dade County, the team helped defeat legislation that would have adversely revised the factors considered by the Property Appraiser in deriving a property's valuation. We also successfully increased the variance threshold, allowing the Property Appraiser to appeal Value Adjustment Board (VAB) decisions. Beginning with the 2018 Legislative Session, each year on behalf of Miami-Dade County, the team has helped secure the defeat of harmful language in the tax package and omnibus condominium bill that would allow a condominium association's attorney to represent individual unit owners in VAB appeals with limited notice to unit owners. The team also helped defeat legislation pertaining to the sale of tax certificates, which would have posed a substantial adverse fiscal impact on the County.
- In partnership with the Associated Builders and Contractors of Florida and the Florida Roofing and Sheet Metal Contractors Association, the team worked with Florida House Ways and Means Committee Chair Bobby Payne to successfully secure the inclusion of the "Tool Time" Skilled Workforce Sales Tax Holiday as a short-term, broad-based sales tax holiday. The seven-day sales tax holiday from September 3-9, 2022, saved Florida's skilled workers an estimated \$12.4 million in sales tax on work tools, protective gear, and equipment.

REFERENCES

Should the City be interested in discussing our representation in Tallahassee, please reach out to any of our valued clients. We offer the following contacts as public sector entities with policy and appropriation interests similar to those likely to be of interest to the City.

1. City of Orlando
Kyle Shephard, Director of Intergovernmental Relations
407.246.3475 | kyle.shephard@orlando.gov
2. City of Port St. Lucie
Ella Gilbert, Deputy City Attorney
772.871.5294 | egilbert@cityofpsl.com
3. City of Groveland
Michael Hein, City Manager
352.429.2141 x250 | michael.hein@groveland-fl.gov

TAB 4: PROPOSED COMPENSATION

Please provide a monthly rate for all services and expenses necessary to perform the work required for this contract.

To provide all government affairs and lobbying services as described in the City's RFP Scope of Work, the GrayRobinson team proposes a fee of \$5,000 per month. Any additional out of pocket costs directly associated with this representation will be preapproved and billed along with the monthly retainer.

TAB 5: LOCAL VENDOR PREFERENCE

If applicable, please include documentation supporting your firm's physical business address is located within Lee County, Florida and a Local Business Tax Receipt issued by Lee County at least one year prior to the posting of this solicitation.

Please see the following GrayRobinson Lee County Local Business Tax Receipt.



Local Business Tax Receipt

GRAYROBINSON PA
GRAYROBINSON PA
1404 DEAN ST SUITE 300
FORT MYERS, FL 33901

Dear Business Owner:

Your **2022 - 2023** Lee County Local Business Tax Receipt is attached below for account number / receipt number: **1039392 / 1503747**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector



2022-2023 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1039392
Receipt Number: 1503747
State License Number:

Location:
1404 DEAN ST STE 300
FT MYERS, FL 33901

GRAYROBINSON PA
GRAYROBINSON PA
1404 DEAN ST STE 300
FT MYERS, FL 33901

Account Expires: September 30, 2023

May engage in the business of:
SITE LICENSE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID DP-00-00417926 09/12/2022 \$ 20.00

TAB 6: REQUIRED FORMS**Public Entity Crimes Statement**STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: GrayRobinson, P.A.Business Address: 301 East Pine Street, Suite 1400, Orlando, Florida 32801FEIN (if applicable): 59-1300132

1. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES RFP 22-12

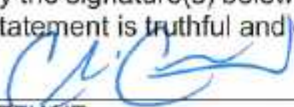
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction, and the final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

By the signature(s) below, I certify that the above information provided in this Public Entity Crimes Statement is truthful and correct at the time of submission.


AFFIANT

Christopher Carmody
Typed Name of AFFIANT

Shareholder
Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed before me this 20th day of November, 2022, by Christopher Carmody as a shareholder of Gray Robinson, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

 Leigh Anne Thompson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG922770
Expires 10/14/2023


NOTARY PUBLIC, State of Florida

Scrutinized Company StatementSTATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12**Scrutinized Companies Statement**

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: GrayRobinson, P.A.Business Address: 301 East Pine Street, Suite 1400, Orlando, Florida 32801FEIN (if applicable): 59-1300132

1. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
2. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
3. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
4. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES RFP 22-12

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I certify that the above information provided in this Scrutinized Company Statement is truthful and correct at the time of submission.


AFFIANT Christopher Carmody
Typed Name of AFFIANT

Shareholder
Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed before me this 29th day of November, 2022,
by Christopher Carmody as a shareholder of Gray Robinson, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

(stamp)  Leigh Anne Thompson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG922770
Expires 10/14/2023
NOTARY PUBLIC, State of Florida

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is NOT on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is NOT on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is NOT on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is NOT on list ☐ entity is on list

Verified by: _____ Date: _____
Print Name

Affidavit Certification Immigration Law Compliance

AFFIDAVIT CERTIFICATION IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

The Contractor/Consultant shall also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986. The agreements shall also state that each business is responsible of its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

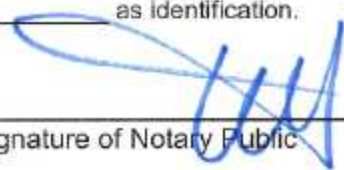
COMPANY NAME: Gray Robinson, P.A.

	<u>Shareholder</u>	<u>11/29/22</u>
Signature	Title	Date

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 29th day of November, 2022, by Christopher Carmody as a shareholder of Gray Robinson, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public Seal

Signature of Notary Public 



Leigh Anne Thompson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG922770
Expires 10/14/2023

Addendum No. 1



ADDENDUM NO. 1

To: Prospective Proposers

Date Issued: November 7, 2022

Addendum To: RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES

The following are changes/clarifications to the Contract Documents based on questions addressed to the City of Bonita Springs:

1. Please clarify the number of original proposals and copies are to be submitted.

Please submit ten (10) original proposals and an electronic version on one (1) USB flash drive, or similar device.

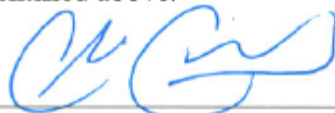
Acknowledgement of receipt of this Addendum No. 1 is required at the time of submittal.

**RFP 22-12 STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES**

Proposals due by 2:00 pm on November 30, 2022

I, Christopher Carmody, hereby acknowledge the receipt of Addendum No. 1 as
(Print Name)

identified above.



Signature

Shareholder
Title

GrayRobinson, P.A.
Company Name

APPENDIX A: TEAM BIOGRAPHIES, REGISTRATIONS, AND LICENSES

Florida Division of Corporations Registration



Detail by Entity Name

Florida Profit Corporation
GRAYROBINSON, P.A.

Filing Information

Document Number	602357
FEI/EIN Number	59-1300132
Date Filed	08/26/1970
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/10/2003
Event Effective Date	NONE

Principal Address

301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Changed: 01/11/2001

Mailing Address

P.O. BOX 3068
ORLANDO, FL 32802-3068

Changed: 10/13/2016

Registered Agent Name & Address

Cannon, R. DEAN
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Name Changed: 09/26/2019

Address Changed: 09/26/2019

Officer/Director Detail

Name & Address

Title Director, Chairman

MARSHALL, BYRD F., Jr.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Chairman Emeritus

GRAY, J. Charles
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, Treasurer

Neukamm, Michael E.
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Title Director, President & CEO

Cannon, R. Dean
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Title Director, Secretary

SCHELLHASE, MARK D.
ONE BOCA PLACE
2255 GLADES ROAD
SUITE 301E
BOCA RATON, FL 33431

Title Director, Assistant Treasurer

UNGER, JASON
301 S. BRONOUGH STREET, SUITE 600
TALLAHASSEE, FL 32301

Title Director, Assistant Secretary

Downs, Mayanne
301 E. PINE STREET, SUITE 1400
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2020	03/10/2020
2021	01/21/2021
2022	02/14/2022

GrayRobinson Legislative Branch Registered Lobbyists

11/28/22
06:00:05

2022 LEGISLATIVE LOBBYING FIRMS

GrayRobinson PA (407) 204-3183
301 East Pine Street, Ste 600, Orlando, Florida 32801
Berg, Christopher
401 E Jackson Street, #2700, Tampa, FL 33602
Cannon, Roy Dean Jr.
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Carmody, Christopher L.
301 E Pine St, 301 E Pine St Ste 1400, Orlando, FL 32801-2741
Collins, Carlecia
301 South Bronough Street, Suite 600, Tallahassee, FL 32301
Cretul, Larry
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Dawson, Christopher T.
GrayRobinson PA, 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Drzewiecki, Angela M.
301 S Bronough St, Suite 500, Tallahassee, FL 32301
Flury, Katie
301 East Pine Street, Suite 1400, Orlando, Florida 32801
Goede, Destiny
301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
WithDrawn: 06/07/2022
Goodson, Allison
301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Harbison, Rheb
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Harris, John J.
GrayRobinson PA, PO Box 11189, Tallahassee, FL 32302
Huey, J. Michael
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Jackson, D. Ty
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Lenhart, Laura L.
401 East Jackson Street, Suite 2700, Tampa, FL 33602
WithDrawn: 07/29/2022
Levesque, George
301 S Bronough St, 600, Tallahassee, FL 32301
Love, Jessica F.
301 S Bronough St, 301 S Bronough St Ste 600, Tallahassee, FL 32301-1724
Lukis, Ashley Hoffman
GrayRobinson, P.A., 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Matthews, Ryan E.
301 S. Bronough Street, Suite 500, Tallahassee, FL 32301
McDougal, Mary Kim
301 S Bronough St, 600, Tallahassee, FL 32301
Pepper, Kirk
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Philpot, Thomas R.
301 S. Bronough Street, Suite 600, Tallahassee, Florida 32301
Plotkin, Richard J
301 E. Pine Street, Suite 1400, Orlando, FL 32308-3068
Salzverg, Joseph R.
301 S Bronough St, Suite 600, Tallahassee, FL 32301
Stuart, Robert F. Jr.
GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301
Unger, Jason L.
GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301

GrayRobinson Executive Branch Registered Lobbyists

11/28/22
06:00:08

2022 EXECUTIVE LOBBYING FIRMS

GrayRobinson PA (407) 204-3183
301 East Pine Street, Ste 600, Orlando, Florida 32801
Berg, Christopher
401 E Jackson Street, #2700, Tampa, FL 33602
Cannon, Roy Dean Jr.
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Carmody, Christopher L.
301 E Pine St, 301 E Pine St Ste 1400, Orlando, FL 32801-2741
Collins, Carlecia
301 South Bronough Street, Suite 600, Tallahassee, FL 32301
Cretul, Larry
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Dawson, Christopher T.
GrayRobinson PA, 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Drzewiecki, Angela M.
301 S Bronough St, Suite 500, Tallahassee, FL 32301
Flury, Katie
301 East Pine Street, Suite 1400, Orlando, Florida 32801
Goede, Destiny
301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Withdrawn: 06/07/2022
Goodson, Allison
301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Hancock, Blair
99 M St SE, 725, Washington, DC 20003-7300
Harbison, Rheb
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Harris, John J.
GrayRobinson PA, PO Box 11189, Tallahassee, FL 32302
Huey, J. Michael
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Jackson, D. Ty
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Lenhart, Laura L.
401 East Jackson Street, Suite 2700, Tampa, FL 33602
Withdrawn: 07/29/2022
Levesque, George
301 S Bronough St, 600, Tallahassee, FL 32301
Love, Jessica F.
301 S Bronough St, 301 S Bronough St Ste 600, Tallahassee, FL 32301-1724
Lukis, Ashley Hoffman
GrayRobinson, P.A., 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
Matthews, Ryan E.
301 S. Bronough Street, Suite 500, Tallahassee, FL 32301
McDougal, Mary Kim
301 S Bronough St, 600, Tallahassee, FL 32301
Pepper, Kirk
301 S Bronough St, Ste 600, Tallahassee, FL 32301
Philpot, Thomas R.
301 S. Bronough Street, Suite 600, Tallahassee, Florida 32301
Salzverg, Joseph R.
301 S Bronough St, Suite 600, Tallahassee, FL 32301
Stuart, Robert F. Jr.
GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301
Unger, Jason L.
GrayRobinson PA, 301 S Bronough St Ste 600, Tallahassee, FL 32301

**Project Director - Christopher L. Carmody, Jr.**
Shareholder

chris.carmody@gray-robinson.com

407.843.8880

Credentials

- J.D., University of Florida Levin College of Law, 2005
- B.A., University of Florida, 2002

Admissions

- Florida

Chris earned his certification as a Designated Professional Lobbyist from the Florida Association of Professional Lobbyists and is an attorney admitted to practice in all Florida state courts. He has substantial experience handling government relations matters, including representation before the Florida legislative and executive branches, purchasing and procurement appeals, and professional licensing. Chris's clients range from small cities to Fortune 500 companies, and his experience runs the gamut of state-level needs and issues, from the passing of landmark legislation to proficiency on the appropriations process.

Chris also practices in litigation, land use, construction, and sports law. His practice includes obtaining state and local government regulatory approvals as well as matters related to the acquisition, development, and utilization of real property. He has represented contractors, engineers, architects, developers, owners, subcontractors, and suppliers in issues relating to land use and construction law. Chris provides legal work to the Central Florida Sports Commission and has handled numerous high-level sports matters at the legislative level, including tax exemptions, workers' compensation, and other matters that affect sports franchises.

Recognition

- *Florida Trend*, Legal Elite, 2015-2016, 2020-2022
- *Florida Super Lawyers*, Rising Star, 2009-2020
- Greater Orlando Sports Commission 2022 Sporty Award of Excellence
- Eagle Scout Award, Troop 76, Orlando, Florida

Affiliations

- Florida Association of Professional Lobbyists, Designated Professional Lobbyist
- Inns of Court
- Judicial Nominating Commission, 9th Judicial Circuit, 2013-2016, 2016-2019; Chair, 2016-2017
- Orange County Bar Association
- The Florida Bar
- Business Force, Board Member
- Central Florida Boy Scout Council, Vice Chair, Golden Eagle Dinner
- Connect Florida Leadership Institute, Class I
- IDignity, Board Member, Chair, 2015-present
- Kissimmee/Osceola County Chamber of Commerce, Board of Directors, 2013-present
- Seminole County Chamber of Commerce, Board of Directors, 2013-present
- University of Florida Law Alumni Council, Member, Regional Vice President, 2014-present



THE FLORIDA BAR



Rules, Ethics & Professionalism

Search



About The Bar ▾

News & Events ▾

Public ▾

Members ▾

Login

Find a Lawyer

Christopher Lee Carmody Jr.

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 21492**Mail Address:** Gray Robinson P A
301 E Pine St Ste 1400
Orlando, FL 32801-2741
Office: 407-843-8880
Fax: 407-244-5690**Email:** chris.carmody@gray-robinson.com **Personal Bar URL:** <https://www.floridabar.org/mybarprofile/21492>**vCard:** **County:** Orange**Circuit:** 09**Admitted:** 04/26/2006**10-Year Discipline History:** None**Law School:** University of Florida, Fredric G. Levin College of Law, 2005**Sections:** Administrative Law
City, County & Local Govt Law
Government Lawyer
Real Property, Probate & Trust



Dean Cannon

President and Chief Executive Officer

dean.cannon@gray-robinson.com

850.577.9090

Credentials

- J.D., University of Florida College of Law, 1992
- B.S., University of Florida, 1989

Admissions

- Florida

Dean Cannon is president and chief executive officer of GrayRobinson. An agile and affable leader, he guides the strategic direction of the firm through a collaborative approach with a focus on delivering exceptional service to clients and empowering the firm's professionals. Dean is a natural connector and curator of relationships. He draws on his many years of successful public and private sector leadership to inform his decision making and mobilize the collective energy of the firm's nearly 300 legal and lobbying professionals.

Dean's depth of experience and insightful perspectives are among his most powerful assets. He served in the Florida House of Representatives from 2004 until 2012. During his eight-year tenure, he played pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with leading the Florida House effectively during a time of great economic and political turmoil. Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance, and appropriations matters. He has also handled civil litigation, administrative law, and regulatory matters before the Division of Administrative Hearings, and appellate matters before district courts of appeal and the Florida Supreme Court. He represents several corporate clients, local governments, regional government entities, and local government-related associations.

Recognition

- *Best Lawyers in America*, Government Relations Practice, 2021-2023
- *City and State Florida*, Power 100 Most Influential Political Players in the Sunshine State, 2022
- *Florida Politics*, Florida Politician of the Decade, 2010-2020
- *Florida Super Lawyers*, selected for inclusion, 2022
- *Florida Trend*, Florida's 500: Florida's Most Influential Business Leaders, 2019-2020, 2022
- *Florida Trend*, Legal Elite, Government & Administrative, 2020
- *INFLUENCE Magazine*, The INFLUENCE 150, 2022

Affiliations

- Enterprise Florida, Board Member, 2019-2022
- Florida Association of Professional Lobbyists
- Kissimmee/Osceola County Chamber of Commerce
- Leadership Florida Cornerstone, Class 19
- Orlando Economic Partnership, Board Member
- Space Florida, Board Member, 2019-2022



THE FLORIDA BAR



Rules, Ethics & Professionalism

Search



About The Bar

News & Events

Public

Members

Login

Find a Lawyer

R Dean Cannon Jr.

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 973149

Mail Address: GrayRobinson, P.A.
301 S Bronough St Ste 600
Tallahassee, FL 32301-1724
Office: **850-577-9090**
Cell: **407-808-1053**
Fax: 850-577-3311



Email: dean.cannon@gray-robinson.com

Personal Bar URL: <https://www.floridabar.org/mybarprofile/973149>

vCard:

County: Leon

Circuit: 02

Admitted: 04/22/1993

10-Year Discipline History: None

Law School: University of Florida, Fredric G. Levin College of Law

Sections: City, County & Local Govt Law
Government Lawyer

Firm: GrayRobinson, P.A.

Firm Size: >100

Firm Position: Managing Partner

Firm Website: <http://www.gray-robinson.com>

**Carlecia Collins***
Government Affairs Advisor

carlecia.collins@gray-robinson.com
850.577.5496

Credentials

- M.A., Florida State University, Applied American Politics and Policy
- B.S., Florida State University, Interdisciplinary Social Science
- A.A., Tallahassee Community College, Interdisciplinary Social Science

Carlecia, a government affairs advisor in GrayRobinson's Tallahassee law firm office, has more than a decade of experience working in Florida politics. Her experience includes serving as a special assistant to the Speaker of the Florida House of Representatives and in several leadership roles within the Florida Senate. In her most recent position, Carlecia served as a senior legislative assistant for Florida Senate President Bill Galvano, where she handled statewide appointments to boards, commissions, and taskforces for the Florida Senate.

From 2011 through 2016, Carlecia served as the "gatekeeper" for House and Senate presiding officers to ensure their availability to legislators, lobbyists, and the public. While attending Florida State University, she worked as a senior legislative assistant for Florida Senate District 16. In this role, during the 2016 Legislative Session, Carlecia coordinated budget priorities for the chair of the Senate Committee on Appropriations and served as the liaison between the chair, constituents, and lobbyists. She also worked with the chair to ensure the representation of senators' priorities in the final budget.

Carlecia has an in-depth knowledge of Florida's legislative process, which is invaluable to her clients in helping them achieve their legislative priorities.

Affiliations

- Florida Education Legislative Liaisons
- Florida Association of Professional Lobbyists
- Tallahassee Community College Foundation, Board of Directors
- Tree House of Tallahassee, Inc., Board Member
- Leadership Florida Connect Class 11

**Denotes non-attorney professional.*

**Angela M. Drzewiecki*****Government Affairs Advisor**

angela.drzewiecki@gray-robinson.com

850.577.5499

Credentials

- M.S., Florida State University, Applied American Politics and Policy, 2009
- B.S., Florida State University, Political Science, 2006

Angela is a government affairs advisor in GrayRobinson's Tallahassee office, where she brings over a decade of experience in government relations. She has successfully advocated for municipalities, trade associations, non-profits, and businesses before Florida's executive and legislative branches of government. Angela focuses her practice on a myriad of issues, including local government matters, transportation, public safety, and legislative appropriations. She works with clients of all sizes to develop short-term and long-term strategies focused on achieving the client's goals, whether those goals require a statutory change, procurement objectives, or legislative appropriations. Angela works tirelessly to successfully advocate for her clients and has secured millions of dollars in the state budget on their behalf.

Angela began her political career working as the director of a gubernatorial campaign and further honed her skills in representing various clients and supporting their diverse needs by working as a lobbyist at other Florida lobbying firms early in her career.

Affiliations

- Florida State University Career Center, ProfessioNole Mentors Program
- Last Hope Rescue, Founder
- Leadership Florida Connect, Class 12
- Veterans Florida, Board of Directors

**Denotes non-attorney professional.*

**Ryan E. Matthews****Shareholder**

ryan.matthews@gray-robinson.com

850.577.9090

Credentials

- LL.M. University of Denver Sturm College of Law, Environmental/Natural Resources Law, 2009
- J.D., Florida Coastal School of Law, 2008
- B.A. in Political Science, University of Florida, 2004

Admissions

- Florida

With an in-depth knowledge of the function and operation of local governments, municipal utilities, and Florida's regulatory and permitting processes, Ryan concentrates his practice on environmental, land use, and local government issues. He is a recognized expert in environmental policy concerning natural resources and water supply.

Prior to joining the private sector, Ryan served as the Interim Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, where he oversaw 3,000 employees and a \$1.6 billion budget to protect Florida's natural resources. During his time at DEP, he also served as Deputy Secretary for Regulatory Programs, where he oversaw the air, water, and waste divisions, as well as director of the Office of Water Policy, where he led the coordination and implementation of Florida's statewide water policy. Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities.



THE FLORIDA BAR



Rules, Ethics & Professionalism

Search



About The Bar ▾

News & Events ▾

Public ▾

Members ▾

Login

Find a Lawyer

Ryan Edward Matthews

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 114612

Mail Address: Gray Robinson
301 S Bronough St Ste 600
Tallahassee, FL 32301-1724

Office: 850-577-9090

Cell: 850-294-8591

Fax: 850-577-3311

Email: ryan.matthews@gray-robinson.com Personal Bar URL: <https://www.floridabar.org/mybarprofile/114612>

vCard:

County: Leon

Circuit: 02

Admitted: 01/22/2015

10-Year Discipline
History: None

Law School: Florida Coastal School of Law

Advanced Degrees:	Area	Degree
	Energy, Environment/Natural Resources	University of Denver Sturm College of Law, LL.M.

Sections: City, County & Local Govt Law

Environmental & Land Use Law

Firm: Gray Robinson

Firm Size: >100

Firm Position: Partner/Shareholder

Firm Website: <http://www.gray-robinson.com>

**Derek P. Rooney****Shareholder**

derek.rooney@gray-robinson.com

239.254.8455

Credentials

- J.D., American University Washington College of Law, 2006
- B.A., Florida International University, 2002

Admissions

- Florida
- District of Columbia

Derek practices in the areas of land use law and local government law and is a Board Certified Attorney in City, County, and Local Government law. Derek represents private and government clients on questions of general municipal law, land use, and public-private partnerships.

Derek currently serves as counsel to the City of Bonita Springs, the City of LaBelle, the Charlotte County Industrial Development Authority, the Lee County Metropolitan Planning Organization, the Area Agency on Aging for Southwest Florida, and as special counsel to a number of other local government entities. He previously served as counsel to the Charlotte County–Punta Gorda Metropolitan Planning Organization, the Village of Estero, the Town of Fort Myers Beach, the City of Marco Island, and Charlotte County. Derek has a multi-disciplinary practice involving land use law, real estate and land development, environmental law, municipal finance, and economic development. While he has represented clients throughout the state, Derek focuses on the needs of Southwest Florida and primarily practices in Charlotte, Collier, Desoto, Glades, Hendry, Lee, Manatee, and Sarasota counties. As a litigator, Derek concentrates on prosecuting and defending land use decisions before Florida courts, the Division of Administrative Hearings, and a variety of state and local bodies. He also has extensive experience with claims under the Bert J. Harris, Jr., Private Property Rights Protection Act.

Recognition

- *Best Lawyers in America*, 2018-2023
 - Lawyer of the Year, Land Use and Zoning Law, 2023
 - Environmental Law
 - Land Use and Zoning Law
- *Naples Illustrated*, Top Lawyers, 2019, 2020

Affiliations

- The Florida Bar, Board Certified in City, County and Local Government Law since 2012
 - Military Affairs Standing Committee, 2016-2019
- Florida Municipal Attorneys Association, Member
- Punta Gorda Charter Review Committee, 2021-2022
- Punta Gorda Utility Advisory Board, 2021-current
- Charlotte County Economic Development Partnership, Secretary
- Charlotte County Manatee Advisory Committee
- Tiger Bay Club of Southwest Florida, Treasurer
- Charlotte County Law Library, Board of Trustees



THE FLORIDA BAR



Rules, Ethics & Professionalism

Search



About The Bar ▾

News & Events ▾

Public ▾

Members ▾

Login

Find a Lawyer

Derek Patrick Rooney

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 28344

Mail Address: Gray Robinson, P.A.
1404 Dean St Ste 300
Fort Myers, FL 33901-2858
Office: 239-598-3601
Cell: 239-598-3601
Fax: 239-321-5334



Email: derek.rooney@gray-robinson.com ✉

Personal Bar URL: <https://www.floridabar.org/mybarprofile/28344>

vCard:

County: Lee

Circuit: 20

Admitted: 09/27/2006

10-Year Discipline History: None

Law School: American University, Washington College of Law

Board Certifications:	Area	Year
	City, County and Local Government Law	2012

Committees:	Committee	Office	Term
	City, County & Local Government Law Certification Committee(CM)		06/30/2023

Sections: City, County & Local Govt Law
Environmental & Land Use Law

Firm: Gray Robinson, P.A.

Firm Size: >100

Firm Website: <http://www.gray-robinson.com> ↗

**Burt L. Saunders**
Of Counsel

burt.saunders@gray-robinson.com
239.552.4804

Credentials

- L.L.M., University of Miami, ocean/coastal law, 1978
- J.D., College of William and Mary, 1975
- B.A., University of South Florida, 1972

Admissions

- Florida

Burt Saunders practices in the areas of local and state government. He served as Florida state senator for District 37 from 1998 to 2008, where he represented Collier and Lee Counties. Prior to that, he served in the Florida House of Representatives from 1994 to 1998, served as a member of the Collier County Commission from 1986 to 1994 and served as the Collier County Attorney from 1982 to 1986. Burt lobbies for various government entities and serves as the Village Attorney for the Village of Estero. Currently, he serves as a member of the Collier County Board of County Commissioners.

Affiliations

- Florida State Senator, District 37 (1998-2008)
- Florida House of Representatives, Member (1994-1998)
- Collier County Board of County Commissioners, Member (1986-1994)
- Collier County, Florida, County Attorney (1982-1986)
- Dade County, Florida, Assistant County Attorney (1979-1982)
- Leadership Collier Foundation, Board of Directors; Leadership Development, Vice Chair
- Enterprise Florida, Inc., Board of Directors, 2002-2008
- Neighborhood Health Clinic, Inc., Advisory Board
- The Conservancy of Southwest Florida
- Project HELP, Advisory Board
- Children's Hospital of Southwest Florida Advisory Board

Burt Leon Saunders "Burt Saunders"

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:	274313
Mail Address:	GrayRobinson 3838 Tamiami Trl N Ste 410 Naples, FL 34103-3586 Office: 239-229-8945 Cell: 239-229-8945 Fax: 239-598-3164
Email:	burt.saunders@gray-robinson.com 
Personal Bar URL:	https://www.floridabar.org/mybarprofile/Burt Saunders
vCard:	
County:	Collier
Circuit:	20
Admitted:	05/16/1979
10-Year Discipline History:	None
Sections:	City, County & Local Govt Law Government Lawyer
Firm:	GrayRobinson

**Robert F. Stuart, Jr.***
Senior Government Affairs Advisor

robert.stuart@gray-robinson.com
407.244.5606

Credentials

- B.A., University of Florida, political science, 2005

Robert began his career as a legislative aide to the Florida House of Representatives for a district representing much of Orlando and Orange County. This “inside” experience in the halls of our state Capitol gives him a deep understanding of and a unique perspective on the inner workings of the legislative process and the strategy necessary to be successful in Tallahassee. Now, more than 15 years in private practice with GrayRobinson, Robert is a senior government affairs advisor and has a leadership role in the strategic direction of the practice, the recruitment of new business, servicing existing firm clients, and building/maintaining strong personal and working relationships with elected officials throughout Florida. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients at the local level throughout the state on matters of procurement and policy. He has significant lobbying experience in the areas of economic development, education, finance and tax, transportation, insurance, alcohol, and local government issues.

Robert’s familiarity with local and state-level policymaking stems from his personal experience and being part of a family steeped in public service. His family consists of a former state senator and city commissioner, a 30-year local chamber of commerce president, a current elected member of the Orlando City Council, and a recent congressional candidate. This alone gives Robert firsthand knowledge of the work and dedication required to create and implement good policy. Robert’s lobbying experience includes representing clients of all shapes, sizes, and interests. From public sector clients, such as cities, law enforcement offices, and clerks of courts, to Fortune 500 companies, Robert interacts with every committee and legislator in Tallahassee regardless of party affiliation.

Recognition

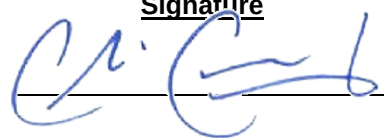
- *I-4 Business Magazine*, Executive Profile, October 2015
- *Orlando Business Journal*, 40 Under 40, 2010
- *Orlando Business Journal*, Most Influential Businessmen Nominee, 2010
- *Orlando Business Journal*, 10 Businessmen to Watch, 2010

Affiliations

- Florida Association of Professional Lobbyists, Member, Designated Professional Lobbyist
- Central Florida Partnership, Young Professionals Advisory Board, Co-Founder
- First Tee-Central Florida, Board of Directors
- Florida Citrus Sports, Executive Board Member, 2014-present
- GrayRobinson Political Action Committee, Chair
- Habitat for Humanity Greater Orlando and Osceola County, Board of Directors, 2022
- Leadership Orlando Graduate, Class 67
- Orlando Economic Partnership, Legislative Affairs Committee, Chair
- Tiger Bay Club of Orlando, President, Board Member

APPENDIX B: MEMORANDUM OF AUTHORITY**MEMORANDUM OF AUTHORITY****GRAYROBINSON, P.A.**

The undersigned officers of GrayRobinson, P.A., do hereby certify that the following named person is a duly appointed representative of GrayRobinson, P.A., holding the office set forth opposite his/her name below, and is qualified and authorized to act in such capacity and to submit, sign, and deliver responses to the Request For Proposal to which this Authorization Certificate relates (the "RFP"), and related documentation and information, on behalf of GrayRobinson, P.A. The following signature written opposite such individual's name is such individual's genuine signature:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Signature</u>
<u>Christopher Carmody</u>	<u>Shareholder</u>	<u>Orlando</u>	

The undersigned corporate officers of GrayRobinson, P.A., hereby further certify that attached hereto as Exhibit A is a true, complete and correct copy of Resolutions adopted by the Board of Directors of GrayRobinson, P.A. authorizing the submission, execution, and delivery of its response to the RFP, and as of the date hereof, no corporate action has been taken to further amend, modify, or repeal such Resolutions, the same being in full force and effect in the attached form as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Authority effective as of the 28th day of November, 2022.

GRAYROBINSON, P.A.,
a Florida professional association



Michael E. Neukamm
Director, Treasurer

And,



Mark Schellhase
Director, Secretary

**RESOLUTIONS OF GRAYROBINSON, P.A.
ADOPTED AT A BOARD OF DIRECTORS MEETING
JANUARY 14, 2019**

WHEREAS, GrayRobinson, P.A., a Florida professional association (the “Company”) periodically receives requests for proposal, requests for qualifications, and/or requests for information from municipalities, governmental agencies, quasi-governmental agencies, governmental authorities, nonprofit organizations, for-profit businesses, and other organizations (with each referred to herein, collectively with any process or activity related thereto, as an “RFP”); and

WHEREAS, the Company’s Board of Directors desires to clarify and confirm the manner in which the Company’s representatives are authorized to respond to, submit, execute, deliver and otherwise deal with and/or engage in an RFP.

NOW THEREFORE, BE IT RESOLVED, that each of the Company’s President, Vice President, Treasurer, Secretary and Assistant Treasurer (each an “Authorized Officer”), be and each of them hereby is authorized and directed, by and on behalf of the Company, to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any Authorized Officer on any of the foregoing shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any two (2) Authorized Officers, acting together, be and are hereby authorized and directed, by and on behalf of the Company, to designate in writing an attorney or consultant of the Company (any person so designated, an “Authorized Representative”) to respond to, submit, execute, deliver and otherwise deal with, engage in and/or approve an RFP and to cause the Company to perform its obligations thereunder, and further, to execute and deliver any and all other instruments, agreements, certificates or other documents that may be required from time to time in connection therewith. The signature of any two (2) Authorized Officers on a Certificate of Authorization, Incumbency Certificate, Certificate of Designation, or similar certificate that identifies and designates and Authorized Representative shall be conclusive evidence as to the designation of the Company’s authority to such Authorized Representative in connection with the RFP designated therein, and further, the signature of any Authorized Representative on any document, agreement, instrument or certificate delivered in connection with responding to, submitting, executing, delivering and otherwise dealing with and/or engaging in such RFP shall be conclusive evidence as to the approval thereof (and all of the terms and provisions therein) on behalf of the Company.

FURTHER RESOLVED, that any Authorized Officer or Authorized Representative, be, and each hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company (and if requested or required, under its corporate seal duly attested by an officer of the Company) as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions (expressly including without limitation, to cause the Company to remit or pay any fees or costs related thereto).

FURTHER RESOLVED, that in connection with preceding resolutions, any Authorized Officer or Authorized Representative shall be, and hereby is, authorized and directed to furnish to any interested person or entity a copy of the foregoing resolutions, to certify the same and to certify that the provisions of the foregoing resolutions are in conformity with the Articles of Incorporation and Bylaws of the Company and that said resolutions remain in full force and effect.

FURTHER RESOLVED, that the authority given hereunder shall be deemed retroactive, to the extent necessary, in order to carry these resolutions into effect, and in that event, acts performed prior to the adoption of these resolutions but which are necessary or advisable for the carrying of these resolutions into effect, are hereby ratified, confirmed, adopted and approved.

November 30, 2022

Ms. Carly Sanseverino
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Re: State Legislative and Executive Branch Lobbying Services RFP 22-12

Dear Ms. Sanseverino:

Greenberg Traurig, P.A. (Greenberg Traurig or GT) appreciates the opportunity to submit this proposal to the City of Bonita Springs, FL ("City") in response to your request for lobbying services. We understand your government relations needs and are confident that our team has the experience, relationships, and strategic vision to meet your objectives and goals.

GT was founded in 1967 and it established a presence in Tallahassee when it merged with Roberts, Baggett, LaFace, & Richards in 1992. With a highly regarded office in Tallahassee and approximately 2,500 attorneys in 43 locations worldwide, GT is ideally suited to provide the City with high-quality, cost-effective representation in connection with the City's lobbyist needs. Our world-class resources are matched by our zeal and dedication in representing you. We pride ourselves on our attention to our clients' aims and concerns.

At GT we appreciate the City's rich history and your mission to sustain the City's small town charm with an eye toward the future of enhancing the quality of life, safety, and health of the community. With six offices in Florida alone and decades of experience, GT has deep knowledge of policy development, state appropriations and the political process in Florida. We have a strong record in handling legislative and regulatory matters for clients and have long-standing relationships with the highest elected officials, members and chairs of the relevant legislative committees and executive agency appointees that decide on issues of interest to the City.

We have serviced clients across the entire political spectrum. Our practice includes state appropriations, local government operations, insurance, banking, campaign and elections, data security and privacy, economic incentives, energy, environmental, financial services, gaming, growth management, health care, housing, procurement, public relations and media strategy, taxation, telecommunications, and transportation issues. We know the Florida governmental process and understand the importance of bill sponsors, timing of introducing legislation, drafting of bills and amendments, committee hearings, and effective engagement in the appropriations process.

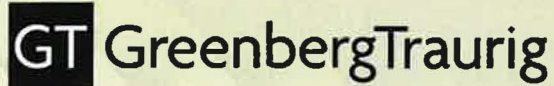
We are confident that we have assembled a qualified team and our credentials will meet your requirements. We appreciate the opportunity to provide this proposal and welcome any questions you may have. Sincerely,



Hayden R. Dempsey, Shareholder
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
+1 850.521.8563
dempseyh@gtlaw.com



Timothy F. Stanfield, Shareholder
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
+1 850.222.6891
stanfieldt@gtlaw.com



Greenberg Traurig's Response to RFP City of Bonita Springs, FL

November 30, 2022

Submitted by:

Hayden R. Dempsey
Shareholder
Tallahassee
+1 850.521.8563
dempseyh@gtlaw.com

Timothy F. Stanfield
Shareholder
Tallahassee
+1 850.222.6891
stanfieldt@gtlaw.com

Greenberg Traurig has been in business under its current name since 1967.

Table of Contents

Tab 1: Qualification of the Firm	3
Tab 2: Personnel.....	8
Hayden R. Dempsey	13
Timothy F. Stanfield.....	14
Fred W. Baggett	15
Roger (Beau) N. Beaubien.....	16
Agustin G. Corbella ~	17
Liz Dudek ~	18
Fred E. Karlinsky	19
Tab 3: Plan of Approach	19
Tab 4: Proposed Compensation	25
Tab 5: Local Vendor Preference	26
Tab 6: Required Forms	27

Tab 1: Qualification of the Firm

Executive Summary

Greenberg Traurig, P.A. (Greenberg Traurig or GT) appreciates the opportunity to submit this proposal in response to your request for lobbyist services.

Firm Overview – Florida Government Law & Policy Practice

GT is a full-service lobbying firm, routinely ranking in the top ten of reported lobbying compensation, and with lobbying team members regularly recognized as some of the state's top influencers. Our team has the relevant experience and subject matter expertise to meet and exceed the City's expectations. The GT team believes we can enhance the City's representation before the Florida Legislature, Florida Cabinet and state agencies by working collaboratively with City leadership on a proactive legislative plan.

GT's Government Law & Policy Practice in Tallahassee is extremely experienced at helping clients navigate through the state legislative and executive branches as well as the Governor's office and Cabinet. Our team has built credibility and trust with elected officials and senior staff on both sides of the political aisle, and we are knowledgeable, professional, and diligent in our representation of clients. Not only can our team provide regular updates on lobbying activities, set up meetings with legislators, successfully engage in the appropriations process, and effectively advocate for legislation, but each team member also possesses the experience, credibility, and network to build and expand the City's reputation in the minds of legislative and executive decision makers.

Collectively, the Tallahassee team has many decades of lobbying experience. The dynamic team includes a former senior staffer to both Governor Scott and Governor Bush, a member of the Constitution Revision Commission and Supreme Court Judicial Nominating Committee, a former chief of staff to a Senate President, a former Secretary of the Agency for Health Care Administration, and a former deputy chief of staff to Governor DeSantis. This deep experience from working inside state government, combined with many years of representing clients at the state level allows our firm to help its clients achieve their goals. GT maintains a strong and highly respected bipartisan team that has experience with decision makers at every level of government.

Proposed Services

GT offers an approach that likely differs from many firms engaged in traditional government relations work. We believe that "one size does not fit all." We work closely with clients to identify their goals and jointly develop a strategic approach that recognizes the unique factors, client concerns, reputational issues, and the realization of long-term goals, both substantive and political. We have credibility with government decision-makers because of our reputation for sound analysis, decades of experience with governmental administration, effective advocacy, philosophy of integrity, and strong relationships across all levels of government.

GT has a successful record of lobbying in the Florida state Legislature and demonstrated experience in establishing and maintaining bipartisan relationships with a network and strong personal relationships with legislators, legislative staff, and decision makers throughout Cabinet offices and executive agencies. GT is proud to have clients across the entire political spectrum. Our practice includes, but is not limited to:

- Appropriations
- Banking
- Campaigns and Elections
- Data Security and Privacy
- Education
- Economic Incentives
- Energy
- Environmental
- Financial Services
- Gaming

- Growth Management
- Health Care
- Housing
- Insurance
- Local Government
- Procurement
- Public Relations and Media Strategy
- Taxation
- Telecommunications
- Transportation

The Tallahassee Governmental Law & Policy Team worked to develop and pass notable legislation including: creation of the Dade County Expressway Authority; creation of the Florida Hurricane Catastrophe Fund; Workers' Compensation Reform; Nursing Home 'Tort Reform;' the 1995 Telecommunications Act; Privacy and HIPPA Implementation; Personal Injury Protection (PIP) Automobile Insurance Reform; Pension Issues; Medical Marijuana Amendment Implementation; the first state definition of 'Green Energy;' Rate Rebalancing; Water Policy; and, Florida's Unified Building Code.

Most recently, GT played a key role in the state's Medicaid reform efforts, as well as succeeded in securing significant appropriations on behalf of various clients, including the City of North Port, the Florida Holocaust Documentation and Education Center, the Alzheimer's Association among others. Greenberg Traurig has also helped maintain markets for Florida's independent power producers and developed new markets for Florida's life, health, and auto insurers.

During our representation of the City of North Port, we assisted the city by leveraging our connections with executive branch staff and leadership with various grant applications. These include the Governor's Job Growth Grant Fund, wastewater project grants administered by the Florida Department of Environmental Protection, local government cybersecurity grants administered by the Florida Digital Service, and the Broadband Opportunity Program run by the Florida Department of Economic Opportunity.

In the aftermath of Hurricane Ian, we were able to provide the City of North Port timely information relating to announcements and press conferences from Governor DeSantis, as well as leveraging our relationships with the Florida Department of Economic Opportunity to assist with the setup of a Disaster Recovery Center.

Each legislative session we advocate on behalf of our clients before the Legislature, whether through meetings with members or testifying in front of committees. Below are highlights of our prominent past wins. This is not a comprehensive list.

• **City of North Port**

- Successfully advocated for multiple appropriations projects which have been included in the budget approved by the Governor. Additionally, GT has assisted the city with state and federal grant opportunities. GT has advocated in front of state agencies and coordinated support from the county delegation.

• **Town of Jupiter Island**

- Successfully lobbied the executive branch agencies, Cabinet and the Florida Land and Water Adjudicatory Commission relating to environmental and land use issues.

• **Alzheimer's Association**

- More than \$630,000 in funding over the last two Sessions for principal's initiatives.

• **Holocaust Documentation and Education Center**

- Secured \$1,000,000 in funding during the 2022 Session for expansion of education center.

Analysis, Advice and Advocacy

Greenberg Traurig will work with the City's leadership to ensure we understand the immediate and long-term goals. To provide the most valuable representation of the City, GT will engage in a team tailored approach coupled with traditional lobbying strategies to achieve success.

GT will identify current available funding opportunities that the City may qualify for within various state agencies. We also commit to identifying and coordinating relevant meetings with key stakeholders within the executive and legislative branches as well as relevant associations.

Additionally, GT will work with the City year-round to build long standing support for the City throughout the state.

Monitoring

Greenberg Traurig will identify and monitor all issues that may impact the interests of the City throughout this engagement. We subscribe to LobbyTools and use this as our primary bill tracking and monitoring system. LobbyTools enables us to research bills, PCBs, statutes, legislators, committees, and calendars for executive agencies and licensing boards, Florida, and national news, press releases, and other essential information. We also monitor agency rulemaking through a state tracking system. GT is prepared to notify the City immediately of any bills, amendments or proposed rule changes that may have an impact. We will also create a customized reports specific to the City to provide the most targeted, up-to-date information available.

GT employs a year-round professional legislative support team that will be full available to the City throughout this engagement. This team is a vital part of the services offered to our clients. Those services include the following:

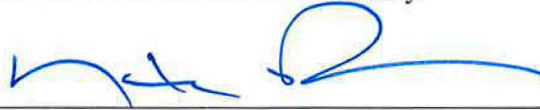
- **Legislative Tracking Services:** We identify and follow all bills of interest to our clients with up-to-the-minute notification of hearings and actions in committees as well as on the House and Senate floors. A focused tracking list is developed for each client and updated daily to ensure notification of any movement on priority bills of interest. Moreover, we make sure that clients receive bills and amendments of impact for review and comment on a timely basis. We work to develop a client-directed reporting plan to ensure that clients are kept up to date at their desired frequency.
- **Monitoring of Committee and Floor Debate:** In addition to the presence of our lobbying team, our support team monitors all debates on legislation of major impact to our clients. We also are equipped, in-house, to monitor committee hearings and floor actions via audio transmission, the Florida Channel, and internet access.
- **Defensive Review of Filed Legislation and Amendments:** Our support team conducts full text searches of all legislation and amendments filed for language impacting our clients. This is done through keyword and statute searches. This capability affords us immediate notification of language entering the process that might be detrimental to our clients.
- **Monitoring of the Press:** Our support team daily monitors Florida newspapers and blogs for press coverage that is applicable to our clients.
- **Monitoring of Agency Regulatory Activities:** Our team monitors agency activities, ranging from informational memoranda, rule promulgation including workshops and hearings, and office announcements for those issues which could affect our clients.
- **Research and Drafting Services:** The Tallahassee support team is equipped to draft proposed legislation, amendments and talking points on a moment's notice. We also have complete research capabilities.
- **Sunshine State Insights:** The GT team produces and distributes a daily newsletter to ensure all legislative clients receive up to date, relevant political intelligence.

Our team is also fully equipped to monitor the state appropriations process from start to finish. The City will be provided timely updates regarding the following topics that may be impactful:

- Senate Local Funding Initiative Requests
- House Appropriations Projects
- Executive and Cabinet Agency budget requests
- Governor's Proposed Budget
- House & Senate proposed budget
- Budget Conference meetings
- Special Sessions
- Vetoes

We affirm that all GT assigned personnel possess the licenses, registrations, and/or certifications required to provide these services in the State of Florida and in Lee County.

Authorized Signature _____



Current Clients & Conflicts of Interest List

List of Current Clients for Which GT is Registered to Lobby

- AHF MCO of FL, Inc. d/b/a PHC, Inc.
- Airlines for America
- America's Health Insurance Plans
- American Association of Insurance Services
- American Traditions Insurance Company
- America's Health Insurance Plans
- Amica Mutual Insurance Company
- Apartment Income REIT Corp.
- Applied Underwriters, Inc.
- Argo Partners
- AssuranceAmerica Insurance Company
- AT&T
- Attune Insurance Services, LLC
- AU Holding Company, Inc.
- Avibra, Inc.
- Bankers Insurance Company
- Bankers Specialty Insurance Company
- Baptist Health South Florida
- Bencor, Inc.
- Capacity Insurance Company
- Caregiver Services, Inc.
- Cayer Behavioral Group
- Centauri Specialty Insurance
- City of North Port
- Clearway Energy
- CLM Group, Inc.
- Concentra
- CorneaGen
- DaVita, Inc.
- Deering Estate Foundation
- Dixon Hughes Goodman LLP
- Encore Healthcare
- Enterprise Leasing Company of Florida, LLC
- FCCI Insurance Group
- FFBF Investment Corp.
- findhelp
- Florida Association of Court Clerks & Comptrollers
- Florida Autism Center
- Florida Casualty Insurance Company
- Florida Farm Bureau Casualty Insurance Company
- Florida Farm Bureau General Insurance Company
- Florida Hospital Association
- Florida Insurance Council
- Florida Police Chiefs Association
- Florida Power & Light Company
- Florida Rights Restoration Coalition, a project of Tides Advocacy
- Florida Surplus Lines Service Office
- Focus Holdings, LLC
- Ford Motor Company
- Government Services Group, Inc
- Green Point Research, LLC
- Guy Carpenter & Company, LLC
- Health Network One
- Heritage Property & Casualty Insurance Company
- Holocaust Documentation & Education Center, Inc.
- Humana Medical Plan, Inc

- I-4 Mobility Partners OpCo LLC
- JM Family Enterprises, Inc
- Johns Eastern Company
- Key Autism Services
- Khrysos Industries, Inc.
- Kyra Solutions
- LeadingAge Florida
- Lio Insurance Company
- LiveWell at Courtyard Plaza
- LKQ Corporation
- Lombard International Administration Services Company, LLC
- Marsh & McLennan Companies
- Marsh USA, Inc
- MASA Global
- McKinsey & Company
- Merlinos & Associates, Inc
- Midlands
- MorseLife
- Narragansett Bay Insurance Company
- National Association of Settlement Purchasers
- National Specialty Insurance Company
- National Vision, Inc
- Neptune Flood Incorporated
- United Automobile Insurance Company/Group
- United Home Care
- United States Fire Insurance Company
- Vault E&S Insurance Company
- North American Casualty Co.
- Old American Group
- Oscar Insurance Company of Florida
- Physician Compassionate Care, LLC
- Positive Physicians Insurance Company
- Pulselight
- Risk Management Solutions, Inc.
- Safepoint Insurance Company
- Safepoint MGA, LLC
- SAP Public Services, Inc.
- SeaCoast Elite Management, LLC
- Seminole Tribe of Florida
- Slide Insurance Holdings, Inc.
- Southern Farm Bureau Casualty Insurance Company
- Southern Oak Insurance Group
- St. Johns Insurance Company, Inc.
- St. Johns MGA, Inc.
- Swyfft, LLC
- Team Focus Insurance Group, LLC
- Texas Insurance Company
- TTC Healthcare, Inc.
- Twenty Holdings, Inc.
- UMB Bank n.a. solely as trustee for Santa Rosa Bonds, series 1996
- Vault Risk Management Services, LLC
- Vertical Bridge Holdings, LLC
- West Point Underwriters
- YMP Grand Court Lakes OpCo, LLC
- Zenith Insurance Company

Description of any Conflicts of Interest

We have completed a conflict search and confirm the retention of Greenberg Traurig would not result in a conflict of interest under the rules of professional responsibility at this time.

Business-related claims, arbitrations, administrative hearings, and lawsuits

On behalf of the team members associated with this proposal only, no member has had any business-related claims, arbitrations, administrative hearings, and lawsuits pending or that were filed in the last three (3) years. Given the size of Greenberg Traurig, and our concerns and obligations of confidentiality, we cannot provide information regarding other claims against the firm.

Financial Stability

Greenberg Traurig is a privately held entity, and as such, does not produce or publish quarterly or annual statements. Similarly, audited financial statements are not available for RFP purposes. However, we can provide the following information that supports the financial strength and ongoing viability of the firm. If you have concerns about the financial standing of the firm, we are happy to address specific questions.

Annual Revenue

2021: \$2 billion
 2020: \$1.7 billion
 2019: \$1.6 billion
 2018: \$1.6 billion
 2017: \$1.5 billion

Tab 2: Personnel

Assigned Project Management Team

Government Law and Policy	
Hayden R. Dempsey Shareholder Tallahassee	Hayden R. Dempsey is the Chair of the Florida Government Law & Policy Practice. He lobbies on behalf of numerous private and public clients before both the federal and Florida state governments. He regularly represents clients in legislative matters, Medicaid and health policy matters, appropriations, procurement disputes, transportation and infrastructure issues, health care regulatory matters, and election matters. He also focuses on the lobbying of insurance and other regulatory issues before the Office of Insurance Regulation and the Florida Legislature. He will serve the role as co-lead lobbyist to the City. Registered to lobby in Florida for over 20 years. Key responsibilities will include: • Lobbying the Florida Legislature for City appropriation projects. • Working with the Office of Policy and Budget and the Executive Office of the Governor through the veto process. • Developing a legislative agenda with the City Commission and City Commission designees. • Assisting with Executive Branch agency grant applications. Years of Lobbying Experience: 20+
Timothy F. Stanfield Shareholder Tallahassee	Timothy F. Stanfield is a Shareholder with the Florida Government Law & Policy Practice. He represents a broad array of private and public-sector clients before the Florida Legislature, Cabinet and State agencies. Tim formerly served as Assistant General Counsel at the Florida League of Cities. He maintains working relationships within state departments and agencies. He will serve the role as co-lead lobbyist to the City. Key responsibilities will include: • Lobbying the Florida Legislature for City appropriation projects. • Working with the Office of Policy and Budget and the Executive Office of the Governor through the veto process. • Developing a legislative agenda with the City Commission and City Commission designees. • Assisting with Executive Branch agency grant applications. Years of Lobbying Experience: 15+
Fred Baggett Shareholder Tallahassee	Fred W. Baggett is the Chairman of the Tallahassee Office and a senior member of the firm's National Government Law & Policy Practice. For more than 30 years, Fred has represented a broad range of the general business community, associations and governmental entities before federal, state and local agencies, and legislative bodies. Fred's practice includes policy

	development and advocacy as well as administrative litigation. Fred also focuses on the lobbying of insurance and other regulatory issues. He will serve the role as lobbyist and advocate for the City. Years of Lobbying Experience: 50+
Roger N. Beaubien <i>Of Counsel</i> <i>Tallahassee</i>	Roger (Beau) Beaubien is a member of the Government Law & Policy Practice in Greenberg Traurig's Tallahassee office. Prior to joining the firm, Beau served as Deputy Chief of Staff and Director of Cabinet Affairs in Florida Governor Ron DeSantis' administration. He will serve the role as lobbyist and advocate for the City. Years of Lobbying Experience: 4+
Agustin Corbella <i>Senior Director</i> <i>Tallahassee</i>	Agustin G. Corbella, Senior Director of the Government Law & Policy Practice of the firm's Tallahassee office, focuses his practice on legislative and executive branch lobbying and public policy advocacy. With nearly 30 years of experience working in and with state and federal government, as well as state and national campaigns, he is widely recognized as one of the 100 most influential people in Florida politics. He will serve the role as lobbyist and advocate for the City. Years of Lobbying Experience: 18+
Liz Dudek <i>Director of Health Care</i> <i>Affairs</i> <i>Tallahassee</i>	Liz Dudek's career in Florida's state government spanned over 40 years across a variety of senior management positions including Secretary of the Agency for Health Care Administration and Deputy Secretary of Health Quality Assurance. As Secretary, Liz oversaw one of the largest Medicaid programs in the nation. Under her administration, the Agency successfully implemented the Statewide Medicaid Managed Care program and the establishment of the Care Provider Background Screening Clearinghouse. She will serve the role as lobbyist and advocate for the City. Years of Lobbying Experience: 25+
Fred E. Karlinsky <i>Shareholder</i> <i>Fort Lauderdale and</i> <i>Tallahassee</i>	Fred E. Karlinsky is a Shareholder and Global Co-Chair of Greenberg Traurig's Insurance Regulatory and Transactions Practice Group. Fred has nearly 30 years of experience representing the interests of insurers, reinsurers, and a wide variety of other insurance-related entities. He is a recognized authority on national insurance regulatory and compliance issues and has taken a leadership position in many insurance trade organizations. He will serve the role as lobbyist and advocate for the City. Years of Lobbying Experience: 25+

Summary of Experience and Qualifications of Project Director

Hayden R. Dempsey and Timothy F. Stanfield both Shareholders in our Tallahassee office are authorized and responsible to act on behalf of the GT with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this contract with the City.

Hayden R. Dempsey is the Chair of the Florida Government Law & Policy Practice. He lobbies on behalf of numerous private and public clients before both the federal and Florida state governments. He regularly represents clients in legislative matters, Medicaid and health policy matters, appropriations, procurement disputes, transportation and infrastructure issues, health care regulatory matters, and election matters. He also focuses on the lobbying of insurance and other regulatory issues before the Office of Insurance Regulation and the Florida Legislature.

Hayden has broad governmental experience, having served in four governors' administrations. Hayden served as Special Counsel to Gov. Rick Scott, where he oversaw the Legislative Affairs Office and advised the Governor and his staff on legislative, policy, and budget issues. He also worked closely with the Governor's agencies to assist in development and passage of their legislative priorities.

He received his J.D. from Nova Southeastern University Shepard Broad Law Center and his B.A., Political Science, from Wake Forest University.

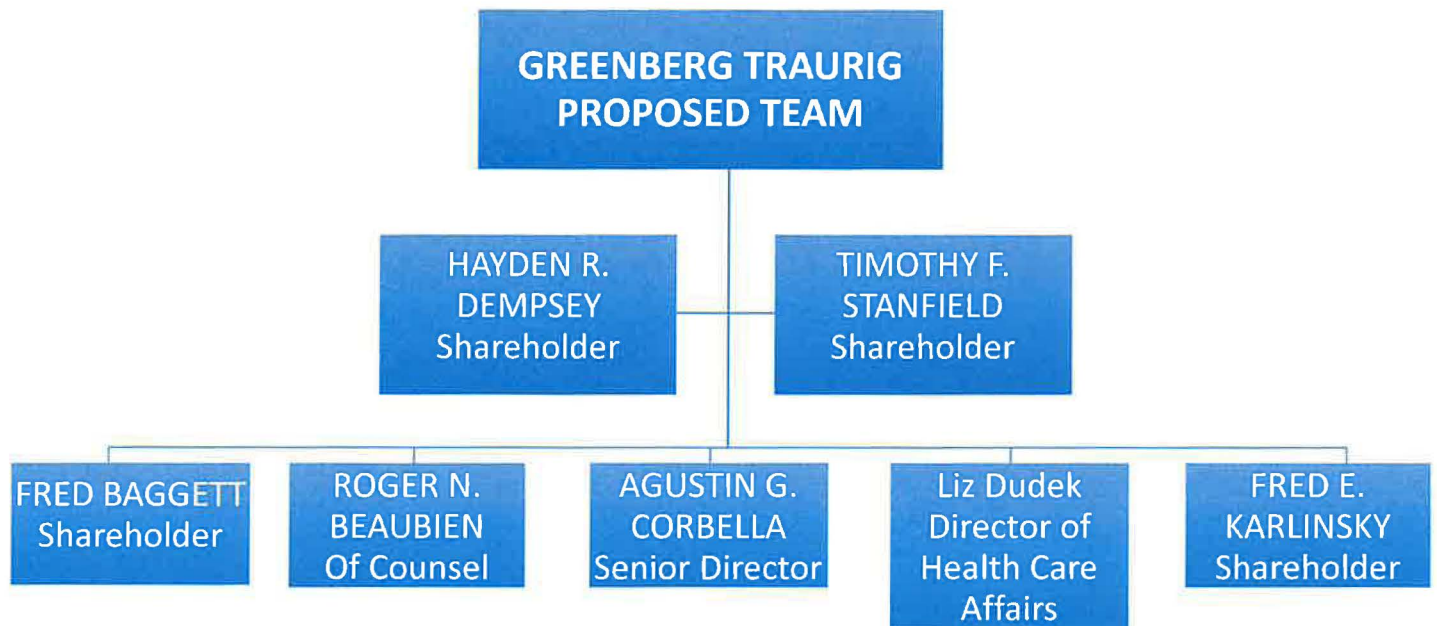
Timothy F. Stanfield is a Shareholder with the Florida Government Law & Policy Practice. He represents a broad array of private and public-sector clients before the Florida Legislature, Cabinet and State agencies. Tim formerly served as Assistant General Counsel at the Florida League of Cities. In that role Tim lead the League's legislative and executive lobbying efforts in relation to growth management, financial and tax, utilities, and charter county issues. That role provided Tim with deep knowledge and expertise in the relationship between Florida's state and local governments. Tim has successfully obtained millions of dollars in appropriations and executive agency grants for client projects.

He maintains working relationships within state departments and agencies, including the Department of Financial Services, Office of Insurance Regulation, Division of Emergency Management, Department of Environmental Protection, Department of Economic Opportunity, Department of Transportation, Department of Health, Agency of Health Care Administration, Department of Business and Professional Regulation, and the Department of Management Services.

Tim's practice is largely focused on regulated industries to include insurance, land use, and alcoholic beverages, including addressing 'tied house evil' issues. He also represents local governments, trade associations, and clients participating in Florida's procurement process.

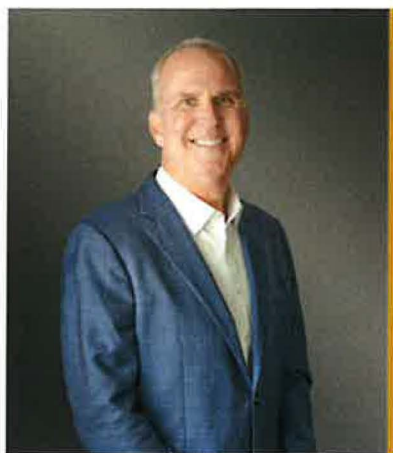
He received his J.D. from Florida Coastal School of Law, and his B.A., Business Administration with a focus in Food and Resource Economics from University of Florida.

Organizational Chart of Key Personnel



Resumes, licensure, and certifications of proposed project team members

Professional biographies are included of the proposed GT team members assigned to the City on the following pages.



Hayden R. Dempsey

SHAREHOLDER

dempseyh@gtlaw.com

TALLAHASSEE

101 East College Avenue

Tallahassee, FL 32301

+1 850.521.8563

Hayden R. Dempsey is the Chair of the Florida Government Law & Policy Practice. He lobbies on behalf of numerous private and public clients before both the federal and Florida state governments. He regularly represents clients in legislative matters, Medicaid and health policy matters, appropriations, procurement disputes, transportation and infrastructure issues, health care regulatory matters, and election matters. He also focuses on the lobbying of insurance and other regulatory issues before the Office of Insurance Regulation and the Florida Legislature.

Hayden has broad governmental experience, having served in four governors' administrations. Hayden served as Special Counsel to Gov. Rick Scott, where he oversaw the Legislative Affairs Office and advised the Governor and his staff on legislative, policy, and budget issues. He also worked closely with the Governor's agencies to assist in development and passage of their legislative priorities. Hayden previously served as Legislative Affairs Director, Deputy General Counsel, and Legislative Counsel for Gov. Jeb Bush. He started his professional career working for Gov. Bob Martinez and Gov. Lawton Chiles.

Hayden represented the presidential campaigns of Bush-Cheney '04, Florida and McCain-Palin '08, and the gubernatorial campaigns of Gov. Rick Scott, Gov. Charlie Crist, and Gov. Jeb Bush. Hayden also represented Congressman Vern Buchanan in the 2006 election contest relating to the office of Representative from the Thirteenth Congressional District of Florida.

Concentrations

- Governmental affairs
- Appropriations
- Medicaid and health care policy and regulation
- Insurance regulation and legislation
- Transportation and infrastructure
- Administration and regulatory litigation
- Procurement
- Election law



Timothy F. Stanfield

SHAREHOLDER

stanfieldt@gtlaw.com

TALLAHASSEE

101 East College Avenue

Tallahassee, FL 32301

+1 850.222.6891

Timothy F. Stanfield is a Shareholder with the Florida Government Law & Policy Practice. He represents a broad array of private and public-sector clients before the Florida Legislature, Cabinet and State agencies. Tim formerly served as Assistant General Counsel at the Florida League of Cities. In that role Tim lead the League's legislative and executive lobbying efforts in relation to growth management, financial and tax, utilities, and charter county issues. That role provided Tim with deep knowledge and expertise in the relationship between Florida's state and local governments. Tim has successfully obtained millions of dollars in appropriations for client projects.

He maintains working relationships within state departments and agencies, including the Department of Financial Services, Office of Insurance Regulation, Division of Emergency Management, Department of Environmental Protection, Department of Economic Opportunity, Department of Transportation, Department of Health, Agency of Health Care Administration, Department of Business and Professional Regulation, and the Department of Management Services.

Tim's practice is largely focused on regulated industries to include insurance, land use, and alcoholic beverages, including addressing 'tied house evil' issues. He also represents local governments, trade associations, and clients participating in Florida's procurement process.

He received his J.D. from Florida Coastal School of Law, and his B.A., Business Administration with a focus in Food and Resource Economics from University of Florida.

Concentrations

- ◊ Insurance
- ◊ Local government
- ◊ Economic development
- ◊ Tied-house evil (alcoholic beverages)
- ◊ Land use
- ◊ Hemp



Fred W. Baggett

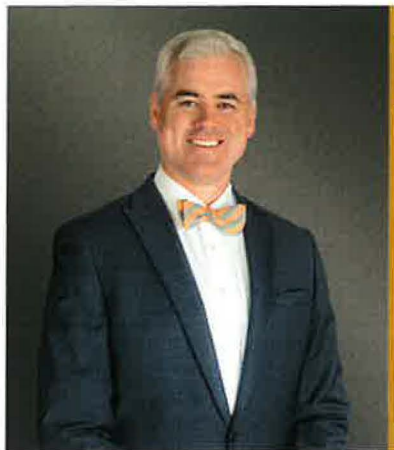
SHAREHOLDER
baggett@gtlaw.com

TALLAHASSEE
101 East College Avenue
Tallahassee, FL 32301
+1 850.425.8512

Fred W. Baggett is the Chairman of the Tallahassee Office and a senior member of the firm's National Government Law & Policy Practice. For more than 30 years, Fred has represented a broad range of the general business community, associations and governmental entities before federal, state and local agencies, and legislative bodies. A significant portion of his practice focuses on matters relating to health care, insurance, environment regulation, banking and finance, and business and professional regulation. Fred's practice also includes policy development and advocacy as well as administrative litigation. Fred also focuses on the lobbying of insurance and other regulatory issues before the Office of Insurance Regulation and the Florida Legislature.

Concentrations

- Insurance
- Local government
- Gaming
- Transportation and infrastructure
- Health care regulation



Roger (Beau) N. Beaubien

OF COUNSEL

beau.beaubien@gtlaw.com

TALLAHASSEE

101 East College Avenue

Tallahassee, FL 32301

+1 850.425.8558

Roger (Beau) Beaubien is a member of the Government Law & Policy Practice in Greenberg Traurig's Tallahassee office. Prior to joining the firm, Beau served as Deputy Chief of Staff and Director of Cabinet Affairs in Florida Governor Ron DeSantis's administration. In this role, he oversaw all operations of the Office of Cabinet Affairs, and provided policy and operational oversight of a number of state agencies including the Department of State, Department of Corrections, and Department of Juvenile Justice. His private practice experience includes advising on matters related to ethics and elections. He has provided counsel to various clients including candidates, campaigns, political committees, and political parties on the complexities of Florida's campaign finance and election laws. Beau has also represented clients before the Florida Elections Commission and the Commission on Ethics.

Beau's additional governmental experience includes serving as Assistant Attorney General and Special Counsel in the office of Attorney General Pam Bondi. He has served in major roles on transition teams and gubernatorial campaigns.

Concentrations

- Election law
- Campaign finance
- Ethics
- Administrative law



Agustin G. Corbella

SENIOR DIRECTOR
corbella@gtlaw.com

TALLAHASSEE
101 East College Avenue
Tallahassee, FL 32301
+1 850.222.6891

Agustin G. Corbella, Senior Director of the Government Law & Policy Practice of the firm's Tallahassee office, focuses his practice on legislative and executive branch lobbying and public policy advocacy. With nearly 30 years of experience working in and with state and federal government, as well as state and national campaigns, he is widely recognized as one of the 100 most influential people in Florida politics. Prior to joining Greenberg Traurig in 2004, Gus previously served as Chief of Staff to the Florida Senate President, staff director for the Majority Offices of both the Florida Senate and the Florida House of Representatives, and worked for a Member of the United States Congress. His role as an advocate and chief advisor to government's most prominent leaders has provided Gus with a broad knowledge of the process and issues before the Florida Legislature, and state and federal government.

Concentrations

- Legislative branch representation before the Florida Senate and Florida House of Representatives
- Executive branch representation before the Governor, Cabinet and state agencies
- Representation before the Florida Constitution Revision Commission
- Telecommunications
- Health care
- Transportation and infrastructure
- Gaming
- Procurement
- State appropriations
- Entertainment

**Liz Dudek**

DIRECTOR OF HEALTH CARE AFFAIRS

dudekl@gtlaw.com**TALLAHASSEE**

101 East College Avenue

Tallahassee, FL 32301

+1 850.425.8517

Liz Dudek's career in Florida's state government spanned over 40 years across a variety of senior management positions including Secretary of the Agency for Health Care Administration and Deputy Secretary of Health Quality Assurance. As Secretary, Liz oversaw one of the largest Medicaid programs in the nation. Under her administration, the Agency successfully implemented the Statewide Medicaid Managed Care program and the establishment of the Care Provider Background Screening Clearinghouse. Liz has worked extensively with health care facilities, providers, and insurers. As a leader in health care regulation and insurance, her distinctive knowledge and experience give her unmatched insight into the needs of clients.

Concentrations

- Health care regulation
- Insurance regulation
- Medicaid
- Procurement
- Florida state licensure programs



Fred E. Karlinsky

SHAREHOLDER

karlinskyf@gtlaw.com

FORT LAUDERDALE

401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, Florida 33301
+1 954.768.8278

TALLAHASSEE

101 East College Avenue
Tallahassee, FL 32301

Fred Karlinsky is a Shareholder and Global Co-Chair of Greenberg Traurig's Insurance Regulatory and Transactions Practice Group. Fred has nearly 30 years of experience representing the interests of insurers, reinsurers and a wide variety of other insurance-related entities. He is a recognized authority on national insurance regulatory and compliance issues and has taken a leadership position in many insurance trade organizations. Recognized as the only Band 1 Florida insurance lawyer by Chambers & Partners and one of the most influential leaders in Florida politics by *City & State Florida* and *INFLUENCE Magazine*, Fred has in-depth knowledge of insurance compliance matters and has been a primary strategist in virtually all types of Florida insurance-related legislative initiatives. Fred has also been listed in *The Best Lawyers in America*, *Super Lawyers*, *Florida Trend 500* and *Florida Trend's* "Legal Elite" for his work in insurance law. In addition to his role with Greenberg Traurig, Fred has been an Adjunct Professor of Law at Florida State University College of Law since 2008, where he teaches a course on Insurance Law and Risk Management. Fred currently chairs the Florida Supreme Court Judicial Nominating Commission, which he has served on since 2014. Four of the seven current sitting Justices of the Florida Supreme Court have been appointed during Fred's tenure on the JNC.

Concentrations

- Insurance regulatory law
- Insurance transactional matters
- Insurance legislation
- Executive, legislative and municipal government affairs
- Governmental law
- Corporate representation
- Health care

Tab 3: Plan of Approach

Comprehensive Plan Approach

Staffing and manpower requirements

At the outset, our team will meet with the leaders in the City to assess specific priorities and formulate a strategic plan, objectives and timelines. We will work with the City in identifying resources and constraints, such as appropriations timelines, hearing schedules, and calendar issues. Guided by the strategic plan, our team will endeavor to lobby for the agenda.

GT will provide timely legislative updates for activities undertaken. The timing of these updates – daily, weekly or otherwise – will be tailored to the wishes of the City. Further, the updates can be formatted in a manner that is most useful.

As soon as GT is engaged, we recommend the below approach in working towards your goals:

Proposed schedule

Month	Activity
November – December, 2022	• Meet with City leaders to develop 2023 legislative agenda • Review and identify state program dollars available to the City • Review and update past legislative efforts by the City • Review and discuss regional legislation that may impact the City • Attend legislative committee meetings considering legislation and issues relevant to the City • Meet with local delegation members to discuss relevant issues • Arrange meetings between local delegation and City leaders • Finalize City proposed legislation • Identify and secure sponsors of the City's legislation • Finalize specific budget issues for the City • Meet and coordinate with the Florida Metropolitan Planning Organization Advisory Council and Florida League of Cities to discuss legislative and budget issues • Attend committees considering legislation and issues relevant to the City • Meet with members of House and Senate committees with jurisdiction over the City and local issues who would likely consider legislation • Meet with House and Senate Appropriations Chairs and committee members regarding local issues • Facilitate meetings with City leaders and appropriate legislative leaders • Provide regular telephone and written updates with designated City leaders
January – February, 2023: Interim	• Attend legislative committee meetings considering legislation and issues relevant to the City

Committee Weeks	• Meet with members of House and Senate committees with jurisdiction over the City and its issues who would likely consider legislation • Meet with House and Senate Appropriations Chairs and committee members regarding the City and its budgetary issues • Meet with the Office of Policy and Budget regarding the City's legislative appropriations request • Coordinate with the appropriate Executive Branch agency relating to the City's legislative appropriations request • Assist and submit House and Senate local funding initiative request forms
March – May, 2023: Legislative Session	• Attend legislative committee meetings considering legislation and issues relevant to the City • Meet with members of House and Senate committees with jurisdiction over the City and its issues who would likely consider legislation • Meet with House and Senate Appropriations Chairs and committee members regarding the City and its budgetary issues • Facilitate meetings with City leaders and appropriate legislative leaders • Provide regular telephone and written updates with designated City leaders • Coordinate with the Florida Metropolitan Planning Organization Advisory Council and Florida League of Cities regarding legislation of interest to their members in general
May – June, 2023	• Work with Governor's Office regarding legislation either opposed or supported by the City regarding possible veto • Work with Governor's Office regarding items included in the budget of interest to the City
July – October, 2023	• Meetings with City leaders to discuss 2023 legislative successes • Meetings with local delegation members regarding 2023 legislative successes and the City's future needs

Performance benchmarks and plans

GT will work with the City Commission and the City Commission's designees to establish appropriate benchmarks and strategic plans when the GT team assists the Commission in developing priorities and goals. Generally, the benchmark for our performance is the achievements of our clients' goals.

Methods of tracking and analyzing state legislation

Greenberg Traurig will monitor all issues that may impact the interests of the City throughout this engagement. We subscribe to LobbyTools and use this as our primary bill tracking and monitoring system. LobbyTools enables us to research bills, PCBs, statutes, legislators, committees, calendars for executive agencies and licensing boards, Florida, and national news, press releases, and other essential information. We also monitor agency rulemaking through a state tracking system. GT is prepared to notify the City immediately of any bills, amendments or proposed rule changes that may have an impact. We will also create a customized LobbyTools report specific to the City to provide the most targeted, up-to-date information available.

GT also employs a year-round professional legislative support team that will be fully available to the City throughout this engagement. This team is a vital part of the services offered to our clients. Those services include the following:

- **Legislative Tracking Services** | We identify and follow all bills of interest to our clients with up-to-the-minute notification of hearings and actions in committee as well as on the House and Senate floors. A focused tracking list is developed for each client and updated daily to ensure notification of any movement on priority bills of interest. Moreover, we make sure that clients receive bills, texts, and amendments of impact for review and comment on a timely basis. We work to develop a client-directed reporting plan to ensure that clients are kept up to date at their desired frequency.
- **Monitoring of Committee and Floor Debate** | In addition to the presence of our lobbying team, our support team monitors all debates on legislation of major impact to our clients. We also are equipped, in-house, to monitor committee hearings and floor actions via audio transmission, The Florida Channel, and internet access.
- **Defensive Review of Filed Legislation and Amendments** | Our support team conducts full text searches of all legislation and amendments filed for language impacting our clients. This is done through keyword and statute searches. This capability affords us immediate notification of language entering the process that might be detrimental to our clients.
- **Monitoring of the Press** | Our support team daily monitors Florida newspapers and blogs for press coverage that is applicable to our clients.
- **Monitoring of Agency Regulatory Activities** | Our team monitors agency activities, ranging from informational memoranda, rule promulgation including workshops and hearings, and office announcements for those issues which could affect our clients.
- **Research and Drafting Services** | The Tallahassee support team is equipped to draft proposed legislation, amendments and talking points on a moment's notice. We also have complete research capabilities.

Our team is also fully equipped to monitor the state appropriations process from start to finish. The City will be provided timely updates regarding the following topics that may be impactful:

- Senate Local Funding Initiative Requests
- House Appropriations Projects
- Executive and Cabinet Agency budget requests
- Governor's Proposed Budget
- House & Senate proposed budget
- Budget Conference meetings
- Special Sessions
- Vetoes

Development of an annual state legislative agenda

GT will engage collaboratively with the Commission and staff to develop a legislative agenda with priorities and benchmarks in order to achieve the City's goals.

Plan for identifying activities and issues of potential interest to the City and pro-actively communicating with staff

Hayden Dempsey and Timothy Stanfield will act as the primary relationship lobbyists for Greenberg Traurig. Greenberg Traurig will work with the City's leadership and staff to ensure we understand the immediate and long-term goals. To provide the most valuable representation of the City, GT will engage in a team tailored approach coupled with traditional executive and legislative lobbying strategies to achieve success.

Developing a deeper understanding of the issues is the starting point for our representation of the City. The core of our representation is being knowledgeable about each issue and working with regional and state officials so we can effectively advocate the City's positions and make sure its priorities are advancing.

GT will identify current available funding opportunities that the City may qualify for within various state agencies. We also commit to identifying and coordinating relevant meetings with key stakeholders within the executive and legislative branches as well as relevant associations.

Additionally, GT will work with the City leadership and staff year-round to build long standing support for the City throughout the state.

Methodology for enhancing the City's financial position by avoiding unfunded mandates and obtaining appropriations, grants, program funding, etc.

The appropriations process is highly competitive and success in securing appropriations requires a high level of both a deep knowledge of the appropriations process and attentiveness throughout the process. Our approach begins with working with our client on developing compelling applications that are required by both the House and Senate. This usually involves multiple meetings and conversations with stakeholders. Oftentimes appropriations requests flow through state agencies which frequently express their views on the merits of the requests to legislative staff.

When appropriate, we work with those state agencies to secure their support. Appropriations requests formally begin with delegation support and securing a local sponsor. We work with the local sponsor both on the submittal and securing support for the request throughout the process. Legislative leadership play a large role in the success of local projects. We work closely with legislative leadership to advocate for those projects. We will work with the Office of Policy and Budget and the Executive Office of the Governor through the veto process. GT will also assist with executive agency funding grants outside of the legislative process.

Each Session the Legislature files bills relating to unfunded mandates and encroachments on City home rule authority. GT works in consultation with the Florida League of Cities to ensure that these bills are defeated in committee or vetoed by the Governor.

Methodology for facilitating effective relationship building between City and State officials

GT offers the City a high degree of value in its state level advocacy with our combined experience and deep relationships. This experience will serve the City well in understanding where Florida is headed and how best to position priority issues for success, thereby enhancing the City's position with respect to legislation and budgetary authorizations.

The City is responsible for a large urban area with many needs which can and should appropriately be addressed in partnership with the Legislature and state agencies. Our governmental representation of the City would be comprehensive and our focus would be aligned at all times with the needs of the City. The City's legislative delegation plays a critical role in helping guide legislation which could affect the City and securing appropriations. Our representation would include working closely with the delegation to advance the City's interests.

The GT team proposes to facilitate strategic political and stakeholder relationships in Florida; assisting in the advancement, and ensuring the success, of the goals set forth by the City. Together, we will work diligently to ensure that the City is not only kept apprised of all relevant legislation, but that we engage according to your direction with both the executive and legislative branches. We would look forward to working closely with the City to assist in the development of legislation and budget proposals as is appropriate and schedule any necessary meetings to advocate and educate legislators, policy and appropriations staff, and applicable Executive Branch leadership about the City's initiatives.

We would work with the City to identify and secure sponsors for the City's substantive legislative and budget proposals and move the agenda through the legislative and appropriations process. Additionally, we would continue advocating with the Governor's Office after session to ensure project dollars and substantive legislation survive the Governor's review and veto process.

Relationships are a vital piece of the political puzzle when it comes to positioning yourself and your agenda in front of the right people. Whether this is an agency head, legislative staff director, state association, or a presiding officer, making sure that your message is heard and consequently acted upon is of the utmost importance.

Tab 4: Proposed Compensation

Monthly rate for all services and expenses

GT proposes to provide the City of Bonita Springs lobbyist services for \$45,000 annually/\$3,750 monthly.

The proposed fee would include setting meetings with members of the legislature; monitoring and reporting of legislation, amendments, committee hearings, the appropriations process, and administrative rule making; pursuing legislative initiatives, including appropriations; and general relationship management between the City, the legislature, the Cabinet, and executive agencies. The only additional cost to the City will be costs incurred by GT for the purpose of lobbyist registration as required by law.

Tab 5: Local Vendor Preference

Documentation supporting firm's physical business address

Not Applicable. Our firm does not have a physical business located within Lee County, Florida.

Tab 6: Required Forms

Required Forms

- Public Entity Crimes Statement
- Scrutinized Company Statement
- Affidavit Certification Immigration Law Compliance

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: Greenberg Traurig, P.A.

Business Address: 101 East College Avenue, Tallahassee, FL 32301

FEIN (if applicable): TIN:13-3613083

1. I understand that a "public entity crime" as defined in section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction, and the final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

By the signature(s) below, I certify that the above information provided in this Public Entity Crimes Statement is truthful and correct at the time of submission.

 Hayden Dempsey
AFFIANT Typed Name of AFFIANT
Shareholder
Title

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was executed before me this 29 day of November, 2022, by Hayden Dempsey as Shareholder of Greenberg Traurig, PA, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)  
NOTARY PUBLIC, State of Leon

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

Vendor Name: Greenberg Traurig, P.A.

Business Address: 101 East College Avenue, Tallahassee, FL 32301

FEIN (if applicable): TIN: 13-3613083

1. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
2. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
3. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
4. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

☒ [X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

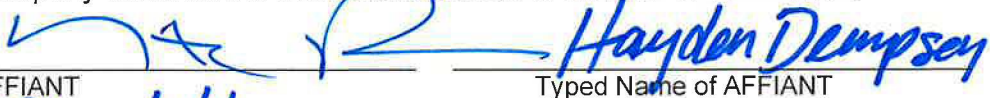
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized

STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES
RFP 22-12

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

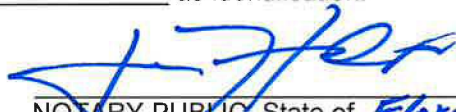
By the signature(s) below, I certify that the above information provided in this Scrutinized Company Statement is truthful and correct at the time of submission.


AFFIANT _____ Typed Name of AFFIANT Hayden Dempsey
Shareholder
Title _____

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was executed before me this 29 day of November, 2022,
by Hayden Dempsey as Shareholder of Greenberg Traurig, PA, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.




NOTARY PUBLIC, State of Florida

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

[] entity is NOT on list [] entity is on list

Scrutinized Companies with Activities in Sudan List:

[] entity is NOT on list [] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

[] entity is NOT on list [] entity is on list

Business Operations in Cuba or Syria:

[] entity is NOT on list [] entity is on list

Verified by: _____ Date: _____
Print Name

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAW COMPLIANCE**

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

The Contractor/Consultant shall also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986. The agreements shall also state that each business is responsible of its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

COMPANY NAME: Greenberg Traurig, P.A.

[Signature]
Signature

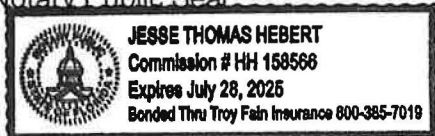
Shareholder
Title

11/29/2022
Date

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was executed before me this 29 day of November, 2022, by Hayden Dempsey as Shareholder of Greenberg Traurig, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public Seal



[Signature]
Signature of Notary Public

REQUESTED MOTION: Update regarding building permit surplus revenue balance and sunset of temporary fee reduction.

REQUESTOR: John Dulmer, AICP, Community Development

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #5 Community Aesthetics, #8 Economic Development

BACKGROUND:

In 2020, a new statutory limit provided that a local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous four (4) fiscal years. Accordingly, on December 16, 2020, City Council adopted a resolution permanently reducing trade permit application fees and authorizing a temporary seventy-five percent (75%) reduction in permit and plan review fees for residential and commercial building permit applications for one year starting January 1, 2021, with the ability to extend or repeal based on the result of the surplus reduction. It was noted during the discussion that this program could take more than one year to achieve intended results. Accordingly, on December 15, 2021, City Council extended the fee reduction for another year by Resolution 21-114, which provided for automatic repeal on January 1, 2023.

The purpose of the reduction was to reduce the existing balance in the building permit surplus revenue in accordance with Florida Statutes 553.80(7)(a), and these measures have reduced the building permit surplus by approximately \$3M (see attachment showing month by month reduction). Staff recommends allowing the temporary reduction to sunset as intended.

Per Executive Order 22-06, building permit fees relating to damage sustained from Hurricane Ian will continue to be waived.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Building Permit Fee Reduction Update
2. Resolution 21-114
3. Resolution 20-125

REVIEWERS:

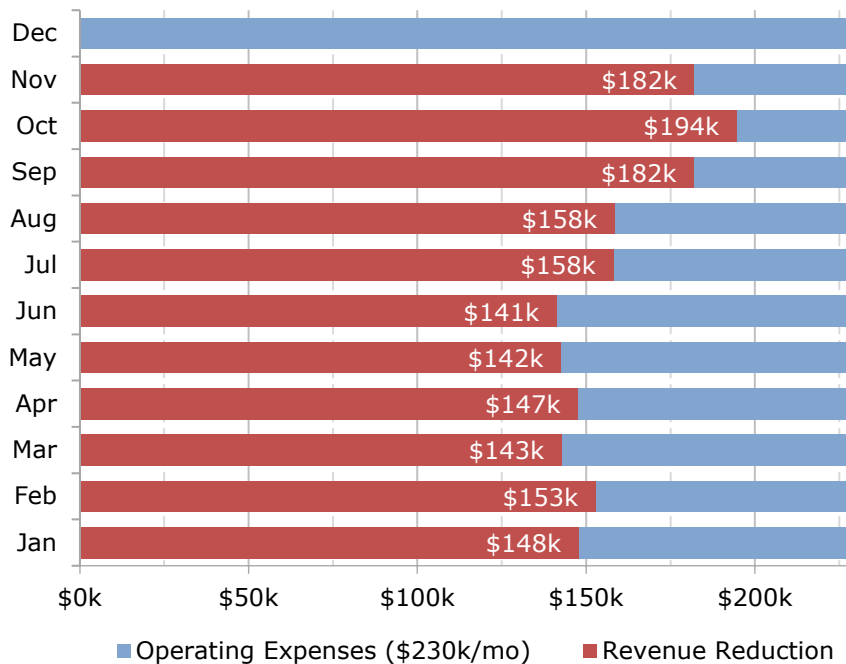
City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

Building Department Permit Fee Reduction Update CY22

- December 31, 2020, surplus revenue = **\$8.98m**
- November 30, 2022, surplus revenue = **\$5.78m**
- 2021-2022 total surplus reduction from permit fees = **-\$2.94m**
- 2021-2022 total customer permit fee savings = **-\$3.18m**

Monthly Surplus Revenue Reduction CY2022



Fee Payment by Permit Type CY2022

Permit Type	Fees Paid (YTD)
Commercial Building	\$108,568
Residential Building	\$252,353
Trade	\$120,592
Accessory	\$61,405
Demolition	\$5,000
Dock & Shoreline	\$14,079
Fence	\$14,290
Miscellaneous: Shutters/Windows/Doors	\$142,625
Mobile Home	\$3,075
Pool & Spa (C)	\$3,600
Pool & Spa (R)	\$32,600
Sign	\$10,450
Commercial Use	\$14,500
Legislative Extension	\$400
Total Permit Fees Paid	\$783,536

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 - 125

A RESOLUTION OF THE CITY OF BONITA SPRINGS;
SETTING FORTH THE REVISED COMMUNITY
DEVELOPMENT BUILDING PERMIT FEES; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2008, Bonita Springs City Council entered into an agreement with CH2M HILL to provide Community Development, Building Permitting and Inspections and Administrative Support Services; and

WHEREAS, the agreement requires City Council to adopt a building permit fee schedule to support the self-funding of those services; and

WHEREAS, Section 553.80, Florida Statutes, provides that local governments may provide a schedule of reasonable fees for enforcing the Florida Building Code; and

WHEREAS, such fees may only be used for the carrying a local government's permitting and enforcement obligations; and

WHEREAS, pursuant to changes by the legislature in 2019 local government's ability to carry forward balances beyond the their operating budget for future use thereby requiring any local government, including Bonita Springs, to reduce those excess funds; and

WHEREAS, following input from Community Development, the Building Industry, and other members of the public as to what a schedule of reasonable inspection fees should be in order to defer the costs of inspection and enforcement of the provisions of its building code, hereby proposed in accordance with Sections 553.80(7) and 166.222, Florida Statutes, a revised building permit inspection fee schedule; and

WHEREAS, The City Council has determined that it is in the best interest of the citizenry to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for one year, as may be extended, to conform with statutory limits; and

WHEREAS, fee reduction shall only apply to Residential Building, Commercial Building, and Trade permits.

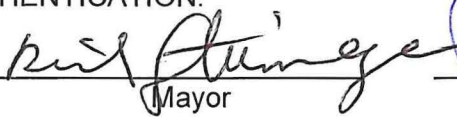
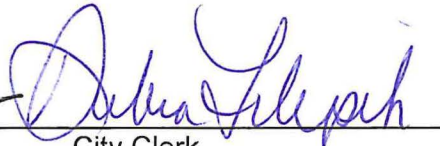
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

1. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

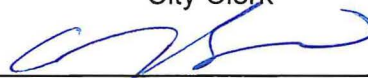
2. The Building Permit and Plan Review fees currently being charged and subject to this Resolution, are attached as "Exhibit A".
3. The City shall temporarily reduce the Permit and Plan Review fees for Residential and Commercial building permit applications by seventy-five percent (75%) for one year, and permanently reduce the Trade permit application fee to \$75 per permit beginning on the effective date of this Resolution.
4. Residential and Commercial Building, and Trade permit applications issued prior to the effective date of the Resolution shall not qualify for the Building Permit and Plan Review fee reduction.
5. The City Manager is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate and necessary.
6. Applicants may request one six-month extension of an issued Residential and Commercial Building permit subject to the seventy-five percent (75%) reduction. Additional permit extensions shall cause forfeiture of the fee reduction whereby full fees in effect at that time shall be assessed prior to issuance of an additional extensions.
7. This Resolution shall be automatically repealed on January 1, 2022, reverting the prior fee schedule, unless further extended or otherwise revised by the City Council.
8. If any section, subsection, sentence, clause, phrase, word or portion of the resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.
9. This Resolution shall take effect immediately upon adoption, with new fees going into effect on January 1, 2021.

DULY PASSED AND ENACTED by the City Council of the
City of Bonita Springs, Lee County, Florida, this 16th day of December
2020.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:


City Attorney

Vote:

Steinmeyer	Aye	Corrie	Aye
Quaremba	Aye	Gibson	Aye
Purdon	Aye	Forbes	Aye
Carr	Aye		

Date filed with City Clerk: 12/17/2020

Building Permitting Fee Schedule Effective January 1, 2009

Residential Plan Review = 25% of Fee Commercial Plan Review = 50% of Fee

TOTAL VALUATION	FEE
\$1.00 to \$2,000.00	\$75.00
\$2,001.00 to \$25,000.00	\$75.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$397.00 for the first \$25,000.00 plus \$9.70 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$639.50 for the first \$50,000.00 plus \$6.58 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$968.50 for the first \$100,000.00 plus \$5.26 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,072.50 for the first \$500,000.00 plus \$4.42 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and above	\$5,282.50 for the first \$1,000,000.00 plus \$2.74 for each additional \$1,000.00, or fraction thereof

CITY OF BONITA SPRINGS,
FLORIDA RESOLUTION NO. 21 - 114

A RESOLUTION OF THE CITY OF BONITA SPRINGS;
EXTENDING RESOLUTION 20-125 SETTING FORTH
THE REVISED COMMUNITY DEVELOPMENT BUILDING
PERMIT FEES; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, on May 21, 2008, Bonita Springs City Council entered into an agreement with CH2M HILL to provide Community Development, Building Permitting and Inspections and Administrative Support Services; and

WHEREAS, the agreement requires City Council to adopt a building permit fee schedule to support the self-funding of those services; and

WHEREAS, Section 553.80, Florida Statutes, provides that local governments may provide a schedule of reasonable fees for enforcing the Florida Building Code and such fees may only be used for the carrying out a local government's permitting and enforcement obligations; and

WHEREAS, new legislation has enacted limits on a local government's ability to carry forward balances beyond their operating budget for future use thereby requiring any local government, including Bonita Springs, to reduce those excess funds; and

WHEREAS, following input from Community Development, the building industry, and members of the public as to what a schedule of reasonable inspection fees should be in order to defer the costs of inspection and enforcement of the provisions of its building code, hereby proposed in accordance with Sections 553.80(7) and 166.222, Florida Statutes; and

WHEREAS, the City Council has determined that it is in the best interest of the citizenry to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for an additional year, as may be extended, to conform with statutory limits; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

1. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

2. The Building Permit and Plan Review fees currently being charged and subject to this Resolution, are attached as "Exhibit A".

3. The City shall temporarily reduce the Permit and Plan Review fees for Residential and Commercial building permit applications by seventy-five percent (75%) for one year beginning on the effective date of this Resolution.

4. The City Manager is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate and necessary.

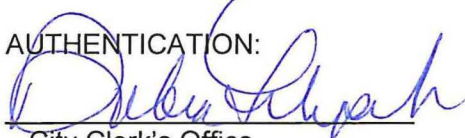
5. Applicants may request one six-month extension of an issued Residential and Commercial Building permit subject to the seventy-five percent (75%) reduction. Additional permit extensions shall cause forfeiture of the fee reduction whereby full fees in effect at that time shall be accessed prior to issuance of an additional extensions.

6. This Resolution shall be automatically repealed on January 1, 2023, reverting the prior fee schedule, unless further extended or otherwise revised by the City Council.

7. This Resolution shall take effect immediately upon adoption, with new fees shall remain in effect until January 1, 2023.

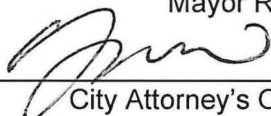
DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of December 2021.

AUTHENTICATION:


City Clerk's Office


Mayor Rick Steinmeyer

APPROVED AS TO FORM:


City Attorney's Office

Vote:

Steinmeyer	Aye	Corrie	Aye
Quaremba	Aye	Gibson	Aye
Purdon	Aye	Forbes	Aye
Carr	Aye		

Date filed with City Clerk: 12/15/2021

Building Permitting Fee Schedule Effective January 1, 2009

Residential Plan Review = 25% of Fee Commercial Plan Review = 50% of Fee

TOTAL VALUATION	FEE
\$1.00 to \$2,000.00	\$75.00
\$2,001.00 to \$25,000.00	\$75.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$397.00 for the first \$25,000.00 plus \$9.70 for each additional \$1,000.00, or fraction thereof, to an including \$50,000.00
\$50,001.00 to \$100,000.00	\$639.50 for the first \$50,000.00 plus \$6.58 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$968.50 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,072.50 for the first \$500,000.00 plus \$4.42 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and above	\$5,282.50 for the first \$1,000,000.00 plus \$2.74 for each additional \$1,000.00, or fraction thereof

REQUESTED MOTION: Appoint City Council Members as liaisons to various Boards and Committees.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Improvement #2 Transportation #3 Community Aesthetics
#4 Environmental Protection #6 Council Relations #8 Economic Development

BACKGROUND:

After each municipal election, the Mayor and Council make appointments from its elected body as City liaisons and members of various boards and committees, both internal and external. Attached is the list of the current 2021 City Council committee appointments.

Additionally, during the last City Council meeting, Council requested a list of external committees for which the City provides funding. Attached is a list of membership fees paid in the last fiscal year.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Listing of City of Bonita Springs Committee/Liaison Appointments
 2. Booklet of City Committee Descriptions
 3. List of membership fees paid in FY22
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2021 FINAL

Committees	Steinmeyer	Quaremba	Purdon	Carr	Corrie	Gibson	Forbes
------------	------------	----------	--------	------	--------	--------	--------

CITY COMMITTEES

Art in Public Places Committee		X					
Bicycle / Pedestrian Facilities Committee						X	
Historic Preservation Board	X			X			
Outreach Advisory Committee			X				
Special Events Committee				X			X ALT.
Street Light Committee					X		
Technology Advisory Board					X		
Tree Advisory Board	X						X ALT.
Veterans Advisory Committee		X					

EXETERNAL COMMITTEES

Agency on Bay Management (ABM)				X			
Bay & River (Estero Bay Agency on Bay Management)				X			
Blue Zone		X					
Board of County Commissioners (BOCC)	X						
Bonita Estero Economic Development Council		X	X				
Bonita Springs Utilities (BSU)				X			
Chamber of Commerce			X				
Charlotte Harbor National Estuary Program (CHNEP)				X			
Coastal Advisory Committee (Beaches & Shores)					X		
Collier County Liaison	X						
CREW Land and Water Trust		X					
Estero Liaison (Estero Community Committee Leaders - ECCL)					X		
Fire Control District Liaison				X			
Florida League of Cities (FLC) Liaison			X			X	
Fort Myers Beach Liaison				X			
Horizon Council		X					
Human Services Advisory Council				X			
Lee County Sheriff's Office Liaison			X				
Metropolitan Plannning Organization (MPO) - 2 voting members				X			X
Metropolitan Plannning Organization (MPO) - Alternate			X		X		
Regional Planning Council (RPC)			X				
Southwest Florida League of Cities (SWFLC)							X
Southwest Florida League of Cities (SWFLC) - Alternate				X			
Tourist Development Council (TDC)						X	
West Coast Inland Navigation District (WCIND)				X			
Wonder Gardens Liaison					X		
YMCA			X				



Advisory Boards



Art in Public
Places



Historic
Preservation
Board



Special
Events
Committee



Zoning Board



Local Planning
Agency



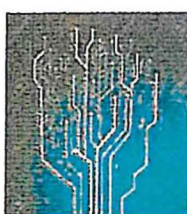
Street Light
Advisory Board



Veteran's
Advisory
Committee



Tree Advisory
Board



Technology
Advisory
Board



Bicycle Pedestrian
Safety Advisory
Committee



Outreach Advisory
Committee

Volunteer Today

It make the whole community stronger

The City of Bonita Springs is thankful for the volunteers that allow the City to practice government light. The city relies heavily on the input and time, volunteerism and expertise of the volunteers that make up these committees.

The City of Bonita Springs Official Citizen Advisory Committees are: Art in Public Places, Historic Preservation Board, Special Events Committee, Zoning Board, Local Planning Agency, Street Light Advisory Committee, Veteran's Advisory Committee, Tree Advisory Board, Technology Advisory Board, Bicycle Pedestrian Safety Advisory Committee and Outreach Advisory Committee. Each of these volunteer committees taps into the talent that is here in Southwest Florida. These individuals step up and volunteer their time in order to make the City better.

The City of Bonita Springs in always seeking volunteers to serve on various advisory boards and committees that have been established to assist the City Council on a number of civic issues when vacancies occur. The terms and conditions of these committees vary. Please visit http://www.cityofbonitasprings.org/services_departments/city_clerk/boards_and_committees to download the Advisory Committee application and to see current openings.

If you are interested in serving on a committee, please submit your application to City Clerk, Debbie Filipek.

Advisory Boards

Art in Public Places Board

The Art in Public Places Board is devoted to developing a public art collection by selecting, locating, placing and maintaining art in public places, exposing the community to the arts, fostering education programs and advancing economic growth. The Board acquires art for the City utilizing private and public sponsorships. By bringing artwork outside traditional contexts, the Art in Public Places Board provides increased access to the art. One of the Art in Public Places projects is Art in the Sun. This project brings art donated by local and national artists along Old 41 so the public may enjoy them. A few of the pieces on display include: Setting the Pace by Jane DeDecker, the Secret Bench of Knowledge by Lea ViVot and Lobster Claw Heliconia by Dave Kellum.

Historic Preservation Board

The purpose of the Historic Preservation Board is to identify, evaluate, preserve and protect historical and archaeological sites and districts within the City of Bonita Springs. The Board reviews historic sites, areas, structures and buildings for possible designation as historic resources and determines the historical significance of a designated historic resource. Prior to changes to an historic structure or property, the Board issues certificates of appropriateness to protect these resources. The board also encourages historic preservation by creating programs of technical assistance and financial incentives for preservation practices. They work to stabilize and improve property values through the revitalization of older residential and commercial neighborhoods. They also promote historic preservation activities and cultural and educational programs aimed at fostering a better understanding of the community's heritage.

Special Events Committee

The Special Events Committee helps promote and support the city events. The three major events they assist with are Celebrate Bonita, 4th of July and Holiday in the Park. They also provide recommendations to City Council on any changes to the special events ordinance. The committee is also called upon from time to time to advise Council for events.

Zoning Board

The purpose of the Zoning Board is to look at cases and make recommendations to Council based on evidence, experts, and sworn testimony. The Board reviews applications of property owners wishing to change the use/zoning of their property. After reviewing the application, the Board makes recommendations to City Council based on evidence, experts, and sworn testimony.

Local Planning Agency

Under Sec. 163.3174, F.S., each local government is required to establish, by ordinance, a Local Planning Agency (LPA). The Local Planning Agency reviews rezoning and comprehensive plan amendments in Bonita Springs. The LPA consists of appointed members selected from the community. It has the responsibility for making recommendations to the City Council regarding development of, or changes to, the City's Comprehensive Plan and the Land Development Code as well as a variety of other items, to ensure that they are consistent with, and serve to implement, the City's Comprehensive Plan.

Street Light Advisory Board

The Street Light Advisory Board reviews citizens' requests for new lighting by individually going out to the area and investigating things like where are the transformers, shrubbery that would interfere, private property or roads that would restrict the service and many other issues. They visit in the daytime as well as night to become aware of the situation. The board also studies the city lighting map to investigate areas that need additional lighting. The volunteers investigate and report back to the board. They also investigate streetlights that are out and obtain the number on the pole. The number on the pole is like a street address for the pole making it easier for FPL to repair at the exact location. The board members are a dedicated group that take action and get the job completed.

Veteran's Advisory Committee

This committee has several duties. The committee assists the City in providing input regarding any and all veterans affairs, assists the American Legion Ladies Auxiliary in the administration of the Gold Star/Blue Star Mothers Program, acts as a resource agency for setting standards for the flying of our National Flag, and also assists the Bonita Springs Assistance Office through an out-reach program for homeless vets. They also network with the VA and the Lee County Veteran's Service Office regarding veteran's affairs. In addition, the committee acts as a liaison to the City for all three veteran's organizations in Bonita Springs; American Legion Posts #303 and #388, and Veterans of Foreign War Post #4254. The last several years, they've also co-sponsored (along with the three aforementioned veterans' organizations and the City) "Star Spangled Bonita" on July 4th, and both the Memorial Day and Veteran's Day ceremonies at River-side Park. The committee, by City Charter, is comprised of nine members comprised of one member from each of the following five veterans organizations: the VFW, the American Legion, the VFW Ladies Auxiliary, the American Legion Ladies Auxiliary, and the Purple Heart Association (combat wounded veterans); along with four veterans at large. Please e-mail Bobby Hunter at bhunter024@yahoo.com for more information on the Veteran's Advisory Committee or for a concern or need for a Veteran in our community.

Tree Advisory Board

The Tree Advisory Board was founded by Mayor Ben Nelson. The Tree Advisory Board realizes the importance of trees to our community, our world and our lives. The Board works to keep the City of Bonita Springs a Tree City USA. The Board also protects heritage trees such as live oak, banyan trees, and slash pines not only for history and longevity, but how they positively impact eco-systems. The Board reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. They also work to inform the public about native plants that are healthy for our community and invasive exotics that should be avoided as well as good pruning practices. Also, the Board deals with non-native invasive plants.

Technology Advisory Board

The purpose of the Technology Advisory Board is to research various topics that relate to new technologies and their impact on the City of Bonita Springs. The committee is made up volunteers with diverse and extensive real-world experience, a willingness to share ideas objectively and a long-term view of the functions of local government. The committee's initial assignments are to understand the integration needs and issues of the City's various existing technologies, to deal with any "green" issues as they relate to emerging technology, to review existing security practices and to explore social networking opportunities for the City. The committee will eventually formulate recommendations for Council to consider along these lines.

Bicycle Pedestrian Safety Advisory Committee

The Bicycle Pedestrian Safety Advisory Committee strives for the enhancement of bicycle and pedestrian paths for the safety of residents and visitors of Bonita Springs. BPSAC objectives include improving the conditions for bicyclists and pedestrians, promoting bicycling and walking as a means of transportation, and enhancing safety for bicyclists and pedestrians. The Committee also reviews relevant ordinances, organizes public events and works with other bicycle and pedestrian organizations at state and national levels. A main component of this five-person committee is to coordinate with other groups so that Bonita Springs will interface and have connectivity with the other bicycle and walking organizations.

Outreach Advisory Committee

The Outreach Advisory Committee provides input to the City Council with a view towards fostering broad and inclusive participation by members of the Bonita Springs community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation.

Committee List Descriptions, Meetings

Bay & Rivers (Estero Bay Agency on Bay Management)

The ABM is a non-regulatory advisory committee to the Council. Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed. Its members include Lee County legislative delegates and representatives of the Council, local chambers of commerce, citizen and civic associations, the Responsible Growth Management Coalition, Lee County, Collier County, Fort Myers, Fort Myers Beach, the SFWMD, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Gulf Coast University, Federal agencies involved in natural resource management, commercial and recreational fishing interests, environmental and conservation organizations, scientists, affected property owners, and the land development community.

Meetings: 2nd Monday of the Month at 9:30 a.m. Most meetings are held in the conference room of the Southwest Florida Regional Planning Council, but some are occasionally held at other sites within the Estero Bay watershed.

Blue Zone

Blue Zones Project encourages changes to the community that lead to healthier options.

The steering committee provides general guidance to the Blue Zones Team and the sector leadership committees. The structure of the steering committee is such that the local mayors or their designee are invited to sit on that committee. There are 17 leaders from various sectors (chambers of commerce, schools, health, worksites, municipalities, etc.) that sit on this committee.

Being on the Policy Committee provides a means in which they can inform other leaders and the community about the initiatives, as well as ask for collaboration from key partners. In addition, Blue Zones Project can fund bringing in national policy (built environment, food and tobacco) to consult with city representatives if desired.

Board of County Commissioners (BOCC)

The five-member Board of County Commissioners is the legislative and governing body of Lee County, Fla. Each County Commissioner is elected at large for a maximum of three, four-year terms of office. Each Commissioner represents and resides in one of the five Commission Districts. Each November, the Board elects a Chairman who serves as its presiding officer.

Meetings: 1st and 3rd Tuesday of the Month at 9:30 a.m in Fort Myers.

Bonita Estero Economic Development Council

The Bonita Springs Estero Economic Development Council (BSEEDC) is committed to building a regionally prosperous, sustainable, and economically diverse community. Our role is to serve as brand ambassadors, facilitators and advocates. We exist to help local companies succeed and grow, to help relocating companies get their business up and running as quickly as possible, and to attract new businesses to our region for sustainable job growth.

This board also makes quarterly presentations to the Bonita Springs City Council.

Meetings: Second Wednesday of each month at 4:00 pm at the Chamber Office

Bonita Springs Utilities (BSU)

Bonita Springs Utilities is a not-for-profit water and wastewater utility founded by local citizens in 1971. The member-owned utility provides service in the City of Bonita Springs, The Village of Estero and unincorporated South Lee County.

Meetings: The Board of Directors meets at 5 p.m. on the first and third Tuesday of each month at the BSU office located at 11900 East Terry Street (temporarily at 11500 Operations Way). There is also an annual conference held at 7:00 p.m. on the 3rd Tuesday in March.

Chamber of Commerce

The Bonita Springs Area Chamber of Commerce is a membership organization whose mission is to serve our members, promote an environment where business can grow and prosper, and to enhance the quality of life of the Bonita Springs area.

Meetings: 2nd Thursday of the month is Board of Directors meeting and 3rd Thursday of every other month is Executive Board meeting (Executive Board meetings subject to change) at the Bonita Springs Chamber of Commerce office.

Charlotte Harbor National Estuary Program (CHNEP)

Partnership that protects the Charlotte Harbor estuaries from Venice to Estero Bay.

Meetings: Quarterly in Punta Gorda, at 9:30 A.M.

Coastal Advisory Committee

The committee assists the Board of County Commissioners with its establishment of unified beach erosion control and inlet management programs within the unincorporated and incorporated areas of Collier County, and advises the Board of County Commissioners and the Tourist Development Council (TDC) of project priorities with respect to funding sources that are available to Collier County for restoration and protection of its shoreline. The committee is composed of three members from the unincorporated area of Collier County, three members from the City of Naples and three members from the City of Marco Island. Appointments of members from the City of Naples and the City of Marco Island shall be appointed from a list containing one or more qualified applicants submitted by the respective governing bodies of those cities. Selection for membership on this committee will be based upon the applicant's familiarity with coastal processes, inlet dynamics, coastal management programs, or demonstrated interest in such programs; relevant education and experience; leadership and involvement in community affairs; and willingness to attend meetings and to undertake and complete assignments.

Meetings: 2nd Thursday of the month at 1 p.m. in the Board of County Commissioners chambers, third floor, Collier County Government Center, 3299 Tamiami Trail East, Naples, Florida 34112

Collier County BOCC Liaison

The Board of County Commissioners consists of five elected officials who, as the chief legislative body of the County, are responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. The Board is the chief policy-making body of Collier County, responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. Commissioners are responsible for approving County Government's annual operating budget and capital improvements program and for the appointment of a county administrator to carry out the Board's policies and manage the operations of County Government. Collier County contacts the Liaison on an as-needed basis and vice versa.

Meetings: Meetings are held the 2nd and 4th Tuesday of the month at 9:00 a.m. in the Board of County Commission chambers, third floor, Collier County Government Center, 3299 Tamiami Trail E. Naples, Florida

CREW Land and Water Trust Executive Board

The CREW Land & Water Trust was established in 1989 as a nonprofit organization to coordinate the land acquisition, land management, and public use of the 60,000-acre Corkscrew Regional Ecosystem Watershed.

Estero Liaison (Estero Community Committee Leaders – ECCL)

The ECCL is a group of elected residents from each of Estero's residential communities.

All ECCL delegates report back to their respective community boards and residents directly and through their community media systems ranging from email networks to newsletters to websites or television channels.

Given the incorporation of the Village of Estero, the ECCL is still active in the community and also makes recommendations to the Village Council.

Meetings: 2nd Friday of the month 10:00 a.m. – 12:00 p.m. in the Recreation Center at the Estero Community Park.

Fire Control District Liaison

The Bonita Springs Fire and Rescue District contacts the Liaison on an as-needed basis and vice versa.

Meetings: 2nd Monday of the month at 5:00 p.m. in Bonita Springs Fire Station Four located at 27701 Bonita Grande Drive.

Florida League of Cities (FLC) Liaison

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Meetings: An annual conference is also held in even years at the Diplomat Hotel in Hollywood, Florida. In odd years, the annual conference is held at the Orlando World Center Marriott in Orlando, Florida.

Fort Myers Beach Liaison

The Town of Fort Myers Beach contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings other than their elected board meetings that occur the 1st and 3rd Monday of the month at 9:00 a.m., respectively in the Town Hall Council Chambers located at 2523 Estero Boulevard.

Horizon Council

The Horizon Council is a public-private board established in 1991 to advise the Lee County Board of Commissioners on economic development issues. The Council has up to 80 members representing cities; chambers of commerce; economic development and trade organizations; community, business, and education organizations; along with various officers and at-large members.

As a public-private economic development advisory board to the Lee County Board of Commissioners, the Horizon Council is the voice of business in Lee County. The Council's mission is to improve Lee County's business environment, retain and encourage expansion of existing businesses, and attract new and diversified employers. It is the only public-private partnership of Lee County Government and business leaders.

Meetings: 2nd Friday of every month at 8:00 a.m. at the Lee County Economic Development Office 2201 Second Street, Conference Room 118, 1st Floor Fort Myers, FL 33901

Human Services Advisory Council

The Lee County Department of Human Services serves as a collaborative hub for resources (Federal, State, Local, Private, and Non-Profit) designated to aid economically disadvantaged individuals and families in our community.

There are two advisory committees currently associated with Human Services, the Community Action Agency/Neighborhood District Committee and the Community Human Services Council. These committees provide opportunities for community members to participate in planning and discussions of human service needs within Lee County.

Community Action Agency/Neighborhood District Committee

The Community Action Agency/Neighborhood District Committee serves as an advisory body to the Lee County Board of County Commissioners on the planning, performance evaluation and public comment regarding:

- Community Services Block Grant Action Plan
- HUD Consolidated Plan
- HUD Annual Action Plan
- HUD Annual Performance Plan
- Funding for projects within targeted neighborhood districts

The Committee's recommendations shall be submitted to the Board, which may adopt, modify or amend them.

Community Human Services Council

As a result of the Smart Growth initiative and shrinking State and Federal resources, the Board of County Commissioners created the Community Human Services Council (CHSC). The CHSC, comprised of private and public community stakeholders, is charged with the task of effectively designing a community-based plan for current and future human service needs in Lee County.

As state and federal funding diminishes, services and associated costs shift to the local community. This means we will need to prioritize services; invest in measurable outcomes; and coordinate advances in technology, planning and service delivery to effectively meet service demands. The CHSC will assure there is a countywide strategic plan to assist in providing service coordination and resource planning. The strategic plan will promote strengthening of private and public partnerships, promote collaboration and integration of community services, and strive to eliminate fragmented service delivery systems.

Meetings: Meetings will be held monthly unless otherwise determined by the membership.

Lee County Sheriff's Office Liaison

Lee County Sheriff's Office contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings.

Metropolitan Planning Organization (MPO)

The MPO is the body of representatives charged with addressing the transportation needs of the region.

The MPO provides complete information, timely public notice, and full public access to decisions and documents. It supports early and continuing public involvement in the development and review of its plans and programs. It especially tries to seek out and consider the interests of people whose needs may not be well served by the existing transportation system, such as low income and minority households and persons with limited personal mobility.

Normally the MPO annually solicits proposals for transportation enhancement projects on local roads from the public. Applications may include installation of sidewalks, bike paths, and street enhancement improvements.

Meetings: Regular meetings occur on the 3rd Friday of the month at 9:00 a.m. in the City of Cape Coral Council Chambers 1015 Cultural Park Boulevard Cape Coral, Florida 33990 Executive Committee meetings occur the 2nd Wednesday of the month at 1:30 p.m. in Cape Coral Public Works Building Room 200 815 Nicolas Parkway, Cape Coral, FL 33915.

The City of Bonita Springs needs to appoint two (2) voting members and an alternate.

Metropolitan Planning Organization – Alternate

Please see previous page.

Regional Planning Council (RPC)

The agency is directed by a thirty-six member Council composed of local elected officials and gubernatorial appointees. Four individuals who represent State interests provide assistance as Ex-Officio members.

Meetings: 3rd Thursday of the month at 9:00 A.M.

Southwest Florida League of Cities (SWFLC)

This regional league is an off-shoot of the Florida League of Cities but deals with more local, regional issues.

(Membership is based in the counties of DeSoto, Charlotte, Lee, Hendry and Collier)

President: Honorable Teresa Watkins-Brown, Councilwoman, Fort Myers

Meetings: Quarterly on the third Thursday of the month at Veranda Restaurant

2212 Second Street Fort Myers, Florida 33901

Tourist Development Council (TDC)

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

Voting Membership for municipalities is rotated among the cities. Currently, Councilmember Gibson is a seated, voting member.

Meetings: 2nd Thursday of the month at 9:00 a.m. at the Lee County Admin East, Conference Room #118 on 2201 Second Street, Fort Myers, FL 33901

West Coast Inland Navigation District (WCIND)

The West Coast Inland Navigation District (WCIND) is a multi-county special taxing body, covering Manatee, Sarasota, Charlotte, and Lee counties, encompassing an estimated 1.1 million people. The district plays a pivotal role in the waterway projects that promote safe navigation from the "Open Water" of the Gulf of Mexico or the Gulf Intracoastal Waterway (GIWW) to the systems of secondary waterways and supports boating, fishing, and beach-oriented projects.

Meetings: Meetings occur approximately 6 times per year and are held as called by the commissioner at the Venice City Hall Council Chambers located at 401 W. Venice Avenue, Venice FL

Everglades Wonder Gardens

Members of the community established Bonita Wonder Gardens as a 501(c)(3) not-for-profit organization in September 2014 with the mission to purchase, operate, and enhance the Everglades Wonder Gardens, an historic attraction founded in 1936. The non-profit purchased the Everglades Wonder Gardens in April 2015.

The Everglades Wonder Gardens is dedicated to offering our community and its visitors an educational, recreational, environmental, and historical resource.

YMCA

The YMCA is a nonprofit organization for youth development, healthy living and social responsibility. Based on the input of the YMCA staff and volunteers, the plan defines what the organization wants to achieve in their three areas of focus: youth development, healthy living and social responsibility

Meetings: 3rd Friday of the Month at 8:00 a.m. in Bonita Springs.

City Council Memberships	
Southwest FL Regional Planning Council	16,424
Florida League of Cities	8,265
Lee County Metropolitan Planning Organization (MPO)	5,132
Coastal & Heartland National Estuary Partnership (CHNEP)	2,500
Horizon Foundation Incorporated	2,500
Southwest Florida League of Cities	1,300
Southwest Florida Incorporated Annual Membership	595
Corkscrew Regional Ecosystem Watershed	100
	36,816

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-12-208
December 21, 2022

REQUESTED MOTION: Discussion regarding the City's participation in FEMA's Hazard Mitigation Grant Program (HMGP) and the Lee County Joint Local Mitigation Strategy (LMS).

REQUESTOR: Arleen Hunter, City Manager; Matt Feeney, Assistant City Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Improvement

BACKGROUND:

On April 20, 2022, the City Council adopted the Lee County Joint Local Mitigation Strategy (LMS) via Resolution No. 22-31. The LMS serves as the Flood Mitigation Plan, as required for participation in the National Flood Insurance Program (NFIP) and to receive any funding from FEMA's Hazard Mitigation Grant Program (HMGP).

Lee County has requested a list of the City's LMS projects. Staff will present recommendations at the December 21st meeting for discussion.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____