



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MAY 21, 2024
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Noel Roberts of North 14th Street Baptist Church.

4. PROCLAMATIONS / PRESENTATIONS

4.1 **PRESENTATION - POLICE DEPARTMENT** - *Chief of Police Jeffrey Tambasco will swear in newly hired Police Officers, Sierra Miller and Blake Labarbara.*

4.2 **PROCLAMATION - "PUBLIC WORKS WEEK"** - *Recognizing May 19 - May 24, 2024, as "Public Works Week" in recognition of outstanding efforts and exemplary work in furtherance of providing critical City services for 137 years. Public Works and Parks Division employees will be in attendance to accept.*

4.3 **PROCLAMATION - "MUNICIPAL CLERKS WEEK"** - *Proclaims the week of May 5 - 11, 2024, as "Municipal Clerks Week." City Clerk Caroline Best will be present to accept.*

4.4 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will present the budget summary for April 2024 and answer any questions.*

5. RESOLUTIONS

5.1 **AWARD OF INVITATION TO BID 24-11 - PRESCO SOUTH CONSTRUCTION INC. - RESOLUTION 2024-85** AWARDING INVITATION TO BID 24-11 TO PRESCO SOUTH CONSTRUCTION INC. FOR THE REMOVAL AND REPLACEMENT OF FIFTEEN WINDOWS IN THE CITY HALL BUILDING DEPARTMENT, IN THE AMOUNT OF \$44,500; AUTHORIZING A 10% CONTINGENCY FOR A TOTAL PROJECT COST OF \$48,950; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Invitation to Bid (ITB) 24-11 to Presco South Construction Inc. for the removal and replacement of fifteen windows in the City Hall Building Department in an amount not to exceed \$48,950.*

5.2 **AWARD OF INVITATION TO BID 24-16 - PROTECH FLOOR COATINGS LLC, DBA SHARK COATINGS - RESOLUTION 2024-86** AWARDING INVITATION TO BID 24-16 TO PROTECH FLOOR COATINGS LLC, DBA SHARK COATINGS, FOR INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEMS IN CITY FACILITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Invitation to Bid (ITB) 24-16 to Protech Floor Coatings LLC, DBA Shark Coatings, for the installation of*

polyuria or equivalent floor coating systems in City facilities.

- 5.3 **BUDGET AMENDMENT - CAPITAL IMPROVEMENT FUND - RESOLUTION 2024-87** APPROVING A BUDGET AMENDMENT WITHIN THE CAPITAL IMPROVEMENT FUND IN FISCAL YEAR 2023/2024 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget amendment in the Capital Improvement Fund in Fiscal Year 2023/24 Budget due to a grant received by Nassau County Board of County Commissioners for construction of a multi-use track at the Peck Center Charles Eugene Richo Field in the amount of \$41,400.*
- 5.4 **PURCHASE APPROVAL AND BUDGET AMENDMENT - RESOLUTION 2024-88** APPROVING THE PURCHASE OF A 2024 JEEP WRANGLER SPORT AND ASSOCIATED EQUIPMENT FROM GARBER CHRYSLER DODGE TRUCK INC IN AN AMOUNT NOT TO EXCEED \$40,000; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of a 2024 Jeep Wrangler Sport and associated equipment in the amount of \$40,000 and a budget amendment within the Law Enforcement Recovery Fund.*
- 5.5 **GRANT APPLICATION - FLORIDA LOCAL GOVERNMENT CYBERSECURITY - RESOLUTION 2024-89** AUTHORIZING THE SUBMITTAL OF A FLORIDA LOCAL GOVERNMENT CYBERSECURITY GRANT APPLICATION FOR CYBERSECURITY SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes a grant application for Florida Local Government Cybersecurity to develop cybersecurity training curriculum for local government employees in compliance with 282.3185 Florida Statute.*
- 5.6 **GRANT APPLICATION - U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) - PORT SECURITY GRANT PROGRAM (PSGP) - RESOLUTION 2024-90** AUTHORIZING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) PORT SECURITY GRANT PROGRAM (PSGP); AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the preparation and submission of one DHS PSGP grant application for the purpose of procuring an All Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel in the amount of \$500,000 with a \$125,000 City match.*

6. BOARD APPOINTMENTS

- 6.1 **BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN - One reappointment (Karl Ashley).**

7. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA

8. CITY MANAGER REPORTS

9. CITY ATTORNEY REPORTS

10. CITY CLERK REPORTS

11. MAYOR/COMMISSIONER COMMENTS

12. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.

- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
- MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Police Department

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Chief of Police Jeffrey Tambasco will swear in newly hired Police Officers, Sierra Miller and Blake Labarbara.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Jeff Tambasco, Police Chief	4/22/2024
Kim Briley, Deputy City Clerk	4/22/2024
Caroline Best, City Clerk	5/3/2024
Charles George, Interim City Manager	5/3/2024

Date: April 22, 2024

Submitted By: Jeff Tambasco, Police Chief

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Public Works Week"

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: The attached Proclamation recognizes May 19 - May 24, 2024, as "Public Works Week" in recognition of outstanding efforts and exemplary work in furtherance of providing critical City services for 137 years. Public Works and Parks Division employees will be in attendance to accept.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Andre Desilet, Utilities Director	5/3/2024
Jeremiah Glisson, Operations Director	5/9/2024
Scott Mikelson, Parks and Recreation Director	5/10/2024
Kim Briley, Deputy City Clerk	5/10/2024
Charles George, Interim City Manager	5/10/2024

Caroline Best

Date: April 08, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the City of Fernandina Beach Public Works Department was founded in 1887 and employed three individuals whose roles and responsibilities included “water works, illumination, draining lots, construction of roads, City market and public wharves”; and

WHEREAS, 137 years later, our Public Works Department is comprised of the Water, Wastewater, Stormwater, Streets, Fleet, Facilities, and Sanitation Divisions. Collectively they employ over sixty hard-working professionals whose roles and responsibilities have dramatically changed since 1887; and

WHEREAS, today’s Public Works Department is responsible for the treatment, distribution and maintenance of clean water, processing and treating wastewater, 65 parking lots, 80 miles of streets/rights-of-ways, 125 miles of water main lines, 112 miles of sewer main lines, 68 miles of stormwater pipe, 250 rolling assets, and sixty-five facilities; and

WHEREAS, as first responders, Public Works employees and their invaluable resources maintain a state of readiness twenty-four hours a day. They shelter in place during natural disasters to maintain and restore essential services. Their multi-jurisdictional coordinated efforts ensure island residents can promptly and safely return home with essential services restored and roads cleared of debris; and

WHEREAS, with most work occurring behind the scenes, the multitude of services provided by Public Works, executed efficiently and professionally, is at the core of the City’s persistent work to provide high-quality levels of service; and

WHEREAS, although the Parks Division is not a branch of Public Works, the Divisions frequently work together in furtherance of providing exceptional municipal services. It is important to highlight their contributions to the City’s overall comprehensive maintenance of the following assets: Amelia Island Lighthouse, Bosque Bello Cemetery, fifty-three Beach Access’s, a fishing pier with kayak/canoe launch, Ash Street Park, Central Park, Egans Creek Park, Main Beach Park, North Beach Park, Seaside Park, Simmons Road Park, Sunrise Park; the following playgrounds: Atlantic Recreation Center (two), Central Park (two), Egans Creek Park, Main Beach Park, Dr. Martin Luther King Jr. Recreation Center, Sunrise Park; as well as athletic fields and courts for baseball, basketball, football, lacrosse, pétanque, pickleball, soccer, softball, roller hockey, tennis, volleyball, and the skate park.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, along with my fellow Commissioners, do hereby proclaim May 19 – May 24, 2024:

“PUBLIC WORKS WEEK”

and express sincere thanks to the Public Works and Parks Division professionals for their outstanding dedication and exemplary work in providing critical City services.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

Bradley M. Bean
Commissioner – Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Municipal Clerks Week"

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: Attached is a Proclamation proclaiming the week of May 5 - 11, 2024, as "Municipal Clerks Week." City Clerk Caroline Best will be present to accept.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kim Briley, Deputy City Clerk 5/9/2024
Charles George, Interim City Manager 5/14/2024

Caroline Best

Date: May 06, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, in the United States and abroad, the Municipal Clerk has existed for centuries and is the earliest known local government public servant. Prior to Biblical times Clerks were referred to as “Reminders” or “Remembrancers” because, before writing came into use, the Clerk’s memory served as the public record; and

WHEREAS, the Municipal Clerk is the community historian, for the entire recorded history of the City and the people in her care. For this reason, Clerks remain unequivocally neutral in government affairs, conduct themselves with integrity, have unmatched professional acumen, and without fail, provide equitable service to all; and

WHEREAS, from this time-honored foundation, Municipal Clerks govern the multi-faceted functions of local government administration and services which are prescribed and defined by Charter, Statute, Code of Ordinance, and Commission directives. As such, it is difficult to fully describe a Clerk's roles and responsibilities as there are hundreds of various tasks they may fulfill in any given day; and

WHEREAS, the eminent political scientist, Professor William Bennett Munro, in writing one of the first textbooks on municipal administration, stated in part: "No other office in municipal government has so many contracts. It serves the Mayor, the City Commission, and all Administrative Departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience." These words, written ninety years ago, are still relevant today.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby recognize the week of May 5 through May 11, 2024, as

“Municipal Clerks Week”

and further extend appreciation to our own Clerk’s Office for their unwavering commitment to excellence in providing critical municipal services.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Comptroller Pauline Testagrose will present the budget summary for April 2024 and answer any questions.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Pauline Testagrose, Comptroller	5/7/2024
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Kim Briley, Deputy City Clerk	5/9/2024
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Charles George, Interim City Manager	5/9/2024
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Date: August 21, 2023

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

April 2024

Overall: April is the seventh month of the fiscal year 2023/2024 and represents 58.3% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of April. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor and analyze expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are 82.2% of the annual budget. This is primarily due to Property Tax receipts. The City received \$17.7M in Property Tax payments year-to-date and receipts represent 98.5% of the budget. Local Business Tax, Franchise Fees and Interest are also above the 58.3% mark. Specific revenue sources we are tracking are detailed below.

	23/24 Budget	Apr 24 YTD \$	Apr 24 YTD %	Apr 23 YTD \$	Apr 23 YTD %
Local Option Gas Tax	489,253	264,047	54.0%	237,780	54.7%
Small County Surtax	2,547,398	1,304,053	51.2%	1,238,049	61.7%
Half Cent Sales Tax	1,060,193	618,922	58.4%	616,688	61.8%
Franchise Fees	1,400,000	980,863	70.1%	909,698	65.0%
Total FY 23/24 Bud	5,496,844				
Total FY 22/23 Actual	5,812,023				
Total FY 22/23 Bud	4,838,024				

General Fund expenses are at \$16.6M or 44.3% of the budget. Currently the only department over the 58.3% mark is Non-Departmental. This is due to the replacement of the City Hall Elevator which reached the end of its useful life.

Special Revenue Funds: (100 - 190)

As was anticipated, Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue funds except for the Building Fees Fund and the Utility Tax Fund. The Building Fees Funds anticipated higher expenses due to professional services and a new permitting system. The FY2023/2024 Utility Tax Fund budget increased the transfer to the General Fund due to a higher reserve balance.

Capital Improvement Funds: (300 - 330)

The Capital Improvement Fund (300), debt service payments have been made on the Fire rescue vehicle, aerial vehicle, and pumper truck. Encumbrances and or payments have been made for downtown revitalization, IT equipment, street repaving, beach walkovers, parks, Atlantic Rec. Center windows and the Peck Center improvement projects.

Golf Course: (410)

The loan proceeds of \$715k, sale proceeds of \$206k and the purchase for the Golf Cart Fleet were received and recorded in the Month of October. The annual membership revenue is \$235k or 85.7% of the budget.

Airport: (420)

Revenue exceed expenses primarily due to rental and land lease payments. The Fire Station is due to be completed in the fiscal year 2024.

Sanitation: (440)

Year-to-date revenues exceed expenses. This is due to the timing of Sanitation Services expenses. Garbage Fees revenue is lower than last year due to the change in the Waste Management contract effective January 2024.

Wastewater: (450)

Wastewater revenues exceed expenses. Wastewater Charges revenue is higher on a year-to-date basis this March versus last March by \$242,245 or 7.1%.

Water: (460)

Expenses exceed revenue year-to-date due to the Meter Replacement Project. Water Charges revenue is higher this fiscal year compared to last fiscal year by \$163,580 or 6.2%.

Stormwater: (470)

Expenses exceed revenues year to date. Budgeted repairs and maintenance to Stormwater facilities occurred in December.

Marina: (480)

The Marina revenue exceeded expenses for the month. Diesel fuel sales are strong year-to-date March and are at 56.6% of the budget. The dredging project was also completed in March.

Fleet: (510)

Expenses exceed revenues year-to-date. This is due to equipment purchases of a pickup truck from the Building Fund and a forklift. This fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 - 530)

It is anticipated in the budget that Revenues plus Cash Balance Forward exceeds Expenditures in Utility Billing and Utility Administration.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2024**

58.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 18,031,213	\$ 17,759,664	\$ (271,549)	98.5%
Sales /Use/Fuel Taxes	3,261,651	1,568,101	(1,693,550)	48.1%
Franchise Fees	1,425,000	1,056,633	(368,367)	74.1%
Licenses/Permits	400,800	330,279	(70,521)	82.4%
Intergovernmental	1,754,648	1,023,418	(731,230)	58.3%
Charges for Services	1,839,103	909,727	(929,376)	49.5%
Fines and Forfeitures	29,500	21,539	(7,961)	73.0%
Other	362,421	324,930	(37,491)	89.7%
Subtotal	27,104,336	22,994,291	(4,110,045)	84.8%
Transfers/Reimbursements				
Bond Debt Service	-	-	-	0.0%
Utility Tax	2,500,000	1,458,333	(1,041,667)	58.3%
Wastewater	360,000	210,000	(150,000)	58.3%
Water	120,000	70,000	(50,000)	58.3%
Total Revenues (excluding cash balance)	30,084,336	24,732,624	(5,351,712)	82.2%
EXPENDITURES:				
City Commission	278,897	149,632	129,265	53.7%
City Clerk	728,213	416,312	311,901	57.2%
City Manager	874,711	449,189	425,522	51.4%
Finance	937,050	494,861	442,189	52.8%
Information and Technology	907,370	490,185	417,185	54.0%
Human Resources	420,508	241,328	179,180	57.4%
City Attorney	438,022	252,301	185,721	57.6%
Planning	928,516	336,112	592,404	36.2%
Planning - Greenway	264,212	87,409	176,803	33.1%
Facility Maintenance	951,283	509,016	442,267	53.5%
Police	6,737,891	3,707,752	3,030,139	55.0%
Fire	5,858,910	3,231,738	2,627,172	55.2%
Fire - Ocean Rescue	687,947	166,343	521,604	24.2%
Fire - Beach Rangers	114,488	28,040	86,448	24.5%
Building - Flood Plain	21,878	0	21,878	0.0%
Code Enforcement	385,767	202,362	183,405	52.5%
Streets	1,887,214	953,418	933,796	50.5%
Downtown	181,254	41,735	139,519	23.0%
Public Assistance	130,000	46,917	83,083	36.1%
Library	46,632	20,031	26,601	43.0%
Recreation	5,058,835	1,948,681	3,110,154	38.5%
Parks	0	0	-	0.0%
Peck	0	0	-	0.0%
MLK Center	0	0	-	0.0%
Youth	0	0	-	0.0%
Aquatics	0	0	-	0.0%
Non-Departmental	428,654	266,764	161,890	62.2%
Contingency	153,971	0	153,971	0.0%
Transfers				
Capital Improvements	3,219,126	1,877,824	1,341,303	58.3%
Golf	250,000	145,833	104,167	58.3%
Airport	296,779	173,121	123,658	58.3%
Sanitation	40,000	23,333	16,667	58.3%
Marina	686,660	400,552	286,108	58.3%
Subtotal	32,914,788	16,660,787	16,254,001	50.6%
Encumbrances - All Departments		416,640	(416,640)	
Reserves	5,633,085	-	5,633,085	
Total Expenditures (including Encumbrances)	38,547,873	17,077,427	21,470,446	44.3%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,463,537)	7,655,197	16,118,734	
Fund Balance, October 1, 2023 (Cash Balance)				
Unrestricted	8,463,537	8,463,537	-	
Fund Balance, April 30, 2024	<u>\$ -</u>	<u>\$ 16,118,734</u>	<u>\$ 16,118,734</u>	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2024**

58.3%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 3,547	\$ 558	\$ (2,989)	15.7%
110 Federal Forfeiture	54,155	8,760	(45,395)	16.2%
125 Tree Trust	390,141	49,792	(340,349)	12.8%
126 Historic District (HDC)	83,646	6,216	(77,430)	7.4%
130 CDBG - Economic Development	107,414	-	(107,414)	0.0%
135 Land Conservation Trust	84,647	431	(84,216)	0.5%
140 Building Fees Fund	3,282,702	527,072	(2,755,630)	16.1%
145 Wastewater Capacity Fees	1,342,231	231,569	(1,110,662)	17.3%
146 Water Capacity Fees	108,804	32,152	(76,652)	29.6%
150 Utility Tax	2,984,852	1,318,666	(1,666,186)	44.2%
170 Cemetery	1,559,956	179,251	(1,380,705)	11.5%
180 Community Redevelopment Area	1,231,769	4,980	(1,226,789)	0.4%
190 Law Enforcement Recovery	340,199	153,774	(186,425)	45.2%
Total Revenues	\$ 11,574,063	\$ 2,513,221	\$ (9,060,842)	21.7%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 3,547	-	\$ 3,547	0.0%
110 Federal Forfeiture	54,155	18,503	35,652	34.2%
125 Tree Trust	390,141	31,522	358,619	8.1%
126 Historic District (HDC)	83,646	-	83,646	0.0%
130 CDBG - Economic Development	107,414	467	106,947	0.4%
135 Land Conservation Trust	84,647	-	84,647	0.0%
140 Building Fees Fund	3,282,702	744,570	2,538,132	22.7%
145 Wastewater Impact Fees	1,342,231	182,296	1,159,935	13.6%
146 Water Impact Fees	108,804	14,583	94,221	13.4%
150 Utility Tax	2,984,852	1,458,333	1,526,519	48.9%
170 Cemetery	1,559,956	75,190	1,484,766	4.8%
180 Community Redevelopment Area	1,231,769	28,473	1,203,296	2.3%
190 Law Enforcement Recovery	340,199	148,071	192,128	43.5%
Total Expenditures	\$ 11,574,063	\$ 2,702,008	\$ 8,872,055	23.3%

Special Revenue Funds - amounts shown include budgeted cash balance forward and reserves.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2024**

58.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 8,704,482	\$ 2,612,327	\$ (6,092,155)	30.0%
	Expenses				
	General Government	\$ 1,852,756	380,597	1,472,159	20.5%
	Information Technology	150,000	86,355	63,645	57.6%
	Police	-	-	-	
	Fire	1,281,855	-	1,281,855	0.0%
	Streets	1,215,000	220,577	994,423	18.2%
	Recreation	1,982,155	247,786	1,734,369	12.5%
	Parks	839,780	469,678	370,102	55.9%
	Peck	1,257,936	224,631	1,033,305	17.9%
	MLK	85,000	-	85,000	0.0%
	Subtotal	8,704,482	1,629,625	7,074,857	18.7%
	Net Revenues(Expenses)	\$ -	\$ 982,702	\$ (982,702)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,010,000	\$ 92,205	\$ (917,795)	9.1%
	Admin	1,639,290	35,639	(1,603,651)	2.2%
	Police	618,857	21,999	(596,858)	3.6%
	Fire	386,000	28,217	(357,783)	7.3%
	Sanitation	-	-	-	0.0%
	Recreation	4,733,527	289,504	(4,444,023)	6.1%
	Subtotal	8,387,674	467,564	(7,920,110)	5.6%
	Expenses				
	Admin	\$ 1,651,154	\$ -	\$ 1,651,154	0.0%
	Police	623,164	-	\$ 623,164	0.0%
	Fire	388,359	-	\$ 388,359	0.0%
	Recreation	5,724,997	66,069	\$ 5,658,928	1.2%
	Subtotal	8,387,674	66,069	8,321,605	0.8%
	Net Revenues(Expenses)	\$ -	\$ 401,495	\$ 401,495	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	\$ -	\$ -	\$ -	0.0%
	Other Grant	-	-	-	0.0%
	Interest	15,000	18,991	3,991	126.6%
	From General Fund	-	-	-	0.0%
	Cash Balance Forward	3,057,679	-	(3,057,679)	0.0%
	Subtotal	3,072,679	18,991	(3,053,688)	0.6%
	Expenses				
	Operating	\$ -	\$ -	\$ -	0.0%
	Admin	\$ 2,852,172	\$ 370,637	\$ 2,481,535	13.0%
	Airport	-	-	-	0.0%
	Stormwater	-	-	-	0.0%
	Marina	-	-	-	0.0%
	Recreation	-	-	-	0.0%
	Subtotal	2,852,172	370,637	2,481,535	13.0%
	Net Revenues(Expenses)	\$ 220,507	\$ (351,646)	\$ (572,153)	-159.5%
330	Wastewater Improvement				
	Revenues	\$ 10,241,256	\$ 393,465	\$ (9,847,791)	3.8%
	Expenses	10,241,256	-	10,241,256	0.0%
	Net Revenues(Expenses)	\$ -	\$ 393,465	\$ 393,465	0.0%

CAPITAL EXPANSION FUND
PRELIMINARY April

	FY22-23 BALANCE FORWARD	FY23-24 REVENUE	FY23-24 INTEREST	FY23-24 EXPENSES	FY23-24 BALANCE FORWARD
POLICE	569,210.69	21,999.30	4,394.72	-	595,604.71
FIRE	362,611.25	28,216.89	2,799.62	-	393,627.76
SANITATION	-	-	-	-	-
RECREATION/PARKS	4,168,745.95	330,217.14	32,185.75	66,068.72	4,465,080.12
ADMINISTRATION	1,568,730.12	35,639.01	12,111.74	-	1,616,480.87
	<u>6,669,298.01</u>	<u>416,072.34</u>	<u>51,491.83</u>	<u>66,068.72</u>	<u>7,070,793.46</u>

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2024**

58.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 2,577,063	\$ 1,302,450	\$ (1,274,613)	50.5%
Operating Expense*	2,477,865	1,219,584	1,258,281	49.2%
Operating Income (Loss)	99,198	82,866	(16,332)	83.5%
Non Operating Income (Expense) & Transfers	250,000	965,655	715,655	386.3%
Change in Net Position	\$ 349,198	\$ 1,048,521	\$ 699,323	300.3%
Airport Fund 420				
Operating Revenues	\$ 1,007,435	\$ 670,628	\$ (336,807)	66.6%
Operating Expense*	591,875	286,303	305,572	48.4%
Operating Income (Loss)	415,560	384,325	(31,235)	92.5%
Non Operating Income (Expense) & Transfers	2,175,979	340,275	(1,835,704)	15.6%
Change in Net Position	\$ 2,591,539	\$ 724,600	\$ (1,866,939)	28.0%
Sanitation Fund 440				
Operating Revenues	\$ 3,870,883	\$ 1,853,737	\$ (2,017,146)	47.9%
Operating Expense*	3,784,055	1,659,382	2,124,673	43.9%
Operating Income (Loss)	86,828	194,354	107,526	223.8%
Non Operating Income (Expense) & Transfers	144,000	151,935	7,935	105.5%
Change in Net Position	\$ 230,828	\$ 346,289	\$ 115,461	150.0%
Wastewater Fund 450				
Operating Revenues	\$ 6,298,520	\$ 3,881,949	\$ (2,416,571)	61.6%
Operating Expense*	3,851,449	2,078,248	1,773,201	54.0%
Operating Income (Loss)	2,447,071	1,803,701	(643,370)	73.7%
Non Operating Income (Expense) & Transfers	(2,006,598)	(1,162,878)	843,720	58.0%
Change in Net Position	\$ 440,473	\$ 640,823	\$ 200,350	145.5%
Water Fund 460				
Operating Revenues	\$ 4,973,643	\$ 2,917,499	\$ (2,056,144)	58.7%
Operating Expense*	3,536,479	1,734,360	1,802,119	49.0%
Operating Income (Loss)	1,437,164	1,183,138	(254,026)	82.3%
Non Operating Income (Expense) & Transfers	(991,108)	(557,606)	433,502	56.3%
Change in Net Position	\$ 446,056	\$ 625,532	\$ 179,476	140.2%
Stormwater Fund 470				
Operating Revenues	\$ 970,000	\$ 585,272	\$ (384,728)	60.3%
Operating Expense*	1,165,542	433,688	731,854	37.2%
Operating Income (Loss)	(195,542)	151,584	347,126	-77.5%
Non Operating Income (Expense) & Transfers	659,051	(76,719)	(735,770)	-11.6%
Change in Net Position	\$ 463,509	\$ 74,866	\$ (388,643)	16.2%
Marina Fund 480				
Operating Revenues	\$ 3,521,697	\$ 1,890,481	\$ (1,631,216)	53.7%
Operating Expense*	2,921,446	1,449,150	1,472,296	49.6%
Operating Income (Loss)	600,251	441,331	(158,920)	73.5%
Non Operating Income (Expense) & Transfers	326,672	617,747	291,075	189.1%
Change in Net Position	\$ 926,923	\$ 1,059,078	\$ 132,155	114.3%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 1,090,065	\$ 726,179	\$ 363,886	66.6%
Airport Fund 420	4,168,759	664,458	\$ 3,504,301	15.9%
Sanitation Fund 440	20,000	-	20,000	0.0%
Wastewater Fund 450	1,560,869	415,753	1,145,116	26.6%
Water Fund 460	1,813,100	1,275,729	537,371	70.4%
Stormwater Fund 470	1,450,765	246,519	1,204,246	17.0%
Marina Fund 480	1,126,000	906,500	219,500	80.5%
Total Enterprise Funds	\$ 11,229,558	\$ 4,235,138	\$ 6,994,420	37.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-18,031,213.00	-18,031,213.00	-17,759,664.42	-749,742.07	0.00	-271,548.58	98.5%
001 31240		LOCAL OPTION GAS TAX					
	-489,253.00	-489,253.00	-264,047.23	-52,763.09	0.00	-225,205.77	54.0%
001 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	0.00	0.00	0.00	-115,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-2,547,398.00	-2,547,398.00	-1,304,053.38	-165,374.46	0.00	-1,243,344.62	51.2%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-208,255.48	-2,964.50	0.00	48,255.48	130.2%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-50.00	-50.00	-4,780.36	-250.00	0.00	4,730.36	9560.7%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-3,000.00	-3,000.00	-2,450.00	-367.50	0.00	-550.00	81.7%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-1,437.98	-52.48	0.00	-562.02	71.9%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-1,750.00	-210.00	0.00	-4,250.00	29.2%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-10,350.00	-933.00	0.00	-14,650.00	41.4%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-980,863.12	-126,914.97	0.00	-419,136.88	70.1%
001 32340		FRANCHISE FEES GAS					
	-25,000.00	-25,000.00	-20,851.71	-3,297.01	0.00	-4,148.29	83.4%
001 32370		FRANCHISE FEES - SOLD WASTE					
	0.00	0.00	-54,918.28	-13,964.38	0.00	54,918.28	100.0%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-155.74	0.00	0.00	-24,844.26	.6%
001 32901		ZONING PLAN REVIEW					
	-90,000.00	-90,000.00	-44,025.00	-6,125.00	0.00	-45,975.00	48.9%
001 32915		ANNEXATION APP FEE					
	-2,000.00	-2,000.00	-900.00	0.00	0.00	-1,100.00	45.0%
001 32916		BOA APP FEES-COMMERCIAL					
	-5,000.00	-5,000.00	-3,500.00	0.00	0.00	-1,500.00	70.0%
001 32917		BOA APP FEES-RESIDENTIAL					
	-6,000.00	-6,000.00	-3,500.00	-1,500.00	0.00	-2,500.00	58.3%
001 32918		ZONING CERTIFICATION FEE					
	-800.00	-800.00	-2,300.00	-100.00	0.00	1,500.00	287.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32926		PLAT APPROVAL APP FEE					
	-4,500.00	-4,500.00	-1,500.00	0.00	0.00	-3,000.00	33.3%
001 32928		REZONING APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32929		SITE PLAN REVIEW APP FEE					
	-24,500.00	-24,500.00	-23,500.00	-3,400.00	0.00	-1,000.00	95.9%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-1,000.00	0.00	0.00	250.00	133.3%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	-900.00	-900.00	-400.00	-400.00	0.00	-500.00	44.4%
001 32937		LOT LINE ADJUSTMENTS					
	-3,600.00	-3,600.00	-1,500.00	-600.00	0.00	-2,100.00	41.7%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-10,512.00	-2,946.00	0.00	10,512.00	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-2,500.00	-2,500.00	-2,200.00	-325.00	0.00	-300.00	88.0%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-3,080.00	-520.00	0.00	1,080.00	154.0%
001 32992		FIRE MARSHAL FEES					
	-35,000.00	-35,000.00	-2,842.12	-1,612.25	0.00	-32,157.88	8.1%
001 32995		ADDRESS ASSIGNMENT					
	-300.00	-300.00	-340.00	-40.00	0.00	40.00	113.3%
001 33125		JUSTICE ASSISTANCE GRANT (JAG)					
	0.00	-2,600.00	0.00	0.00	0.00	-2,600.00	.0%
001 33350		HALF-CENT SALES TAX					
	-1,060,193.00	-1,060,193.00	-618,922.19	-91,967.90	0.00	-441,270.81	58.4%
001 33400		STATE GRANT					
	-50,000.00	-50,000.00	-48,824.98	0.00	0.00	-1,175.02	97.6%
001 33512		STATE REVENUE SHARING PROCEED					
	-366,584.00	-366,584.00	-203,951.51	-29,135.93	0.00	-162,632.49	55.6%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-494.24	-50.12	0.00	-305.76	61.8%
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-26,761.88	-167.81	0.00	3,761.88	116.4%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-3,270.00	0.00	0.00	-6,730.00	32.7%
001 33720		SCHOOL RESOURCE OFFICER					
	-178,346.00	-178,346.00	-121,192.88	-19,577.31	0.00	-57,153.12	68.0%
001 33721		DEA REIMBURSEMENT					
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-201,000.00	-201,000.00	-60,441.38	0.00	0.00	-140,558.62	30.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34140		REIMBURSEMENT FOR LEGAL EXP					
	-10,500.00	-10,500.00	0.00	0.00	0.00	-10,500.00	.0%
001 34260		AMBULANCE SERVICES					
	-664,003.00	-664,003.00	-305,365.50	-2,292.32	0.00	-358,637.50	46.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-350,000.00	-350,000.00	-152,187.68	-27,800.43	0.00	-197,812.32	43.5%
001 34701		TRUST ACTIVITIES TAXABLE					
	-43,000.00	-43,000.00	-51,629.67	-5,600.84	0.00	8,629.67	120.1%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-7,391.08	-1,650.00	0.00	-4,608.92	61.6%
001 34703		PARKS TRUST TAXABLE					
	-8,000.00	-8,000.00	-12,302.74	-3,337.00	0.00	4,302.74	153.8%
001 34704		RENTALS NON-TAXABLE					
	-4,000.00	-4,000.00	-2,535.00	-450.00	0.00	-1,465.00	63.4%
001 34705		SOFTBALL COMPLEX					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
001 34720		RENTALS					
	-5,000.00	-5,000.00	-11,246.00	-210.00	0.00	6,246.00	224.9%
001 34721		PECK RENTS					
	-3,000.00	-3,000.00	-3,818.00	-210.00	0.00	818.00	127.3%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-18,457.63	-2,296.98	0.00	-6,542.37	73.8%
001 34723		PECK TRUST TAXABLE					
	-10,000.00	-10,000.00	-4,570.16	-509.80	0.00	-5,429.84	45.7%
001 34724		PECK TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-4,066.00	-472.00	0.00	-5,934.00	40.7%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-1,980.00	-675.00	0.00	-2,520.00	44.0%
001 34726		MLK RENTS NON-TAXABLE					
	-1,000.00	-1,000.00	-150.00	0.00	0.00	-850.00	15.0%
001 34728		MLK TRUST NON-TAXABLE					
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 34730		YOUTH TRUST ACTIVITIES					
	-14,000.00	-14,000.00	-12,604.00	-4,658.00	0.00	-1,396.00	90.0%
001 34731		YOUTH CAMPS					
	-290,000.00	-290,000.00	-147,007.00	-33,014.00	0.00	-142,993.00	50.7%
001 34740		AQUATICS TRUST TAXABLE					
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-100,000.00	-100,000.00	-56,424.25	-15,854.00	0.00	-43,575.75	56.4%
001 34742		SWIMMING POOLS					
	-60,000.00	-60,000.00	-44,441.75	-6,608.26	0.00	-15,558.25	74.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34743		SWIMMING POOLS NON-TAXABLE					
	-12,000.00	-12,000.00	-10,455.50	0.00	0.00	-1,544.50	87.1%
001 34745		GREENWAY					
	-2,500.00	-2,500.00	-130.00	0.00	0.00	-2,370.00	5.2%
001 35100		COURT CASES GENERAL FUND					
	-8,500.00	-8,500.00	-4,982.97	-920.00	0.00	-3,517.03	58.6%
001 35110		FINES/FORFEITURES					
	0.00	0.00	-73.00	0.00	0.00	73.00	100.0%
001 35115		PARKING TICKETS					
	-15,000.00	-15,000.00	-11,557.00	-2,822.00	0.00	-3,443.00	77.0%
001 35116		POLICE CITATIONS					
	0.00	0.00	-400.00	-200.00	0.00	400.00	100.0%
001 35120		POLICE EDUCATION					
	-1,200.00	-1,200.00	-802.66	-114.38	0.00	-397.34	66.9%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-4,800.00	-4,800.00	-3,723.43	-902.95	0.00	-1,076.57	77.6%
001 36110		INTEREST					
	-212,000.00	-212,000.00	-217,997.73	-33,407.68	0.00	5,997.73	102.8%
001 36120		UNREALIZED GAIN					
	0.00	0.00	-9,011.60	171.04	0.00	9,011.60	100.0%
001 36210		RENTS					
	-3,500.00	-3,500.00	-1,000.00	0.00	0.00	-2,500.00	28.6%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-18,260.48	-4,562.62	0.00	-5,539.52	76.7%
001 36990		OTHER REVENUE					
	-35,851.00	-35,851.00	-29,506.11	-7,556.94	0.00	-6,344.89	82.3%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-49,000.00	0.00	0.00	49,000.00	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-84.00	-8.00	0.00	-16.00	84.0%
001 36998		STATE OF FLORIDA - FDOT					
	-65,170.00	-65,170.00	0.00	0.00	0.00	-65,170.00	.0%
001 38215		FROM UTILITY TAX					
	-2,500,000.00	-2,500,000.00	-1,458,333.35	-208,333.33	0.00	-1,041,666.65	58.3%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-210,000.00	-30,000.00	0.00	-150,000.00	58.3%
001 38246		FROM WATER OPERATIONS					
	-120,000.00	-120,000.00	-70,000.00	-10,000.00	0.00	-50,000.00	58.3%
001 38910		CASH BALANCE FORWARD					
	-8,463,537.00	-8,463,537.00	0.00	0.00	0.00	-8,463,537.00	.0%
TOTAL GENERAL FUND							
	-38,533,773.00	-38,536,373.00	-24,730,030.17	-1,679,596.27	0.00	-13,806,342.83	64.2%
TOTAL REVENUES							
	-38,533,773.00	-38,536,373.00	-24,730,030.17	-1,679,596.27	0.00	-13,806,342.83	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

0011310	INFORMATION TECHNOLOGY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011310 INFORMATION TECHNOLOGY								
0011310 36993	YOUTH ADVISORY COMM DONATIONS	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL INFORMATION TECHNOLOGY		-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL REVENUES		-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	
0012200 FIRE								
0012200 34292	PROGRAM REVENUES	0.00	0.00	-2,468.00	0.00	0.00	2,468.00	100.0%
0012200 34295	OTHER PUBLIC SAFETY	0.00	0.00	-56.07	0.00	0.00	56.07	100.0%
0012200 36993	DONATIONS/CONTRIBUTIONS	-7,000.00	-7,000.00	-70.00	0.00	0.00	-6,930.00	1.0%
TOTAL FIRE		-7,000.00	-7,000.00	-2,594.07	0.00	0.00	-4,405.93	37.1%
TOTAL REVENUES		-7,000.00	-7,000.00	-2,594.07	0.00	0.00	-4,405.93	
GRAND TOTAL		-38,545,273.00	-38,547,873.00	-24,732,624.24	-1,679,596.27	0.00	-13,815,248.76	64.2%

** END OF REPORT - Generated by Marileida Hernandez **

Revenue	Amount	% Used
Revised Budget	(\$38,547,873.00)	64.2%
Less: Cash Balance Forward		
38910	8,463,537.00	
38911	_____	
	.00	
Revised Budget excluding Cash	(\$30,084,336.00)	
YTD Actual Revenue	(\$24,732,624.24)	82.2%

Revised Budget excluding Cash	(\$30,084,336.00)
Less: YTD Expenditures	<u>16,660,787.49</u>
Net (Revenues) Expenditures	(\$13,423,548.51)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION							
278,897.00		278,897.00	149,631.52	26,181.96	0.00	129,265.48	53.7%
0011200 CITY CLERK							
663,762.00		728,213.00	416,311.80	43,301.71	0.00	311,901.20	57.2%
0011210 CITY MANAGER							
811,065.00		874,711.00	449,188.90	13,101.13	23,120.21	402,401.89	54.0%
0011300 FINANCE							
887,175.00		937,050.00	494,860.98	55,227.72	124.82	442,064.20	52.8%
0011310 INFORMATION TECHNOLOGY							
975,645.00		907,370.00	490,184.79	88,648.07	16,195.68	400,989.53	55.8%
0011350 HUMAN RESOURCES							
420,508.00		420,508.00	241,328.24	34,784.63	263.82	178,915.94	57.5%
0011400 CITY ATTORNEY							
438,022.00		438,022.00	252,300.90	45,006.30	0.00	185,721.10	57.6%
0011500 PLANNING							
878,166.00		928,516.00	336,112.23	33,671.81	108,470.78	483,932.99	47.9%
0011501 PLANNING GREENWAY							
264,212.00		264,212.00	87,408.68	13,717.71	37,404.00	139,399.32	47.2%
0011910 NON DEPARTMENTAL							
428,654.00		428,654.00	266,764.40	79,516.92	9,410.00	152,479.60	64.4%
0011930 FACILITIES MAINTENANCE							
942,269.00		951,283.00	509,015.76	120,827.76	0.00	442,267.24	53.5%
0012100 POLICE							
6,735,291.00		6,737,891.00	3,707,751.57	615,393.21	61,539.73	2,968,599.70	55.9%
0012200 FIRE							
5,858,910.00		5,858,910.00	3,231,737.92	610,721.18	31,782.13	2,595,389.95	55.7%
0012201 FIRE OCEAN RESCUE							
687,947.00		687,947.00	166,343.38	34,545.99	12,149.75	509,453.87	25.9%
0012202 FIRE BEACH RANGERS							
114,488.00		114,488.00	28,040.46	4,856.80	0.00	86,447.54	24.5%
0012400 BUILDING / PERMITTING							
21,878.00		21,878.00	0.00	0.00	74.69	21,803.31	.3%
0012420 CODE ENFORCEMENT							
385,767.00		385,767.00	202,361.54	104,842.93	0.00	183,405.46	52.5%
0014100 STREETS							
1,900,221.00		1,887,214.00	953,417.54	54,157.72	3,721.58	930,074.88	50.7%
0015200 DOWNTOWN							
166,254.00		181,254.00	41,735.15	9,063.28	16,685.00	122,833.85	32.2%
0015640 PUBLIC ASSISTANCE							
130,000.00		130,000.00	46,916.68	8,493.13	0.00	83,083.32	36.1%
0017100 LIBRARY							
46,632.00		46,632.00	20,031.02	847.64	0.00	26,600.98	43.0%
0017200 RECREATION							
5,129,664.00		5,058,835.00	1,948,044.16	269,748.97	95,698.24	3,015,092.60	40.4%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	0.00	0.00	360.08	360.08	0.00	-360.08	100.0%
0017225 MLK CENTER	0.00	0.00	276.84	276.84	0.00	-276.84	100.0%
0018100 INTERFUND TRANSFERS OUT	4,492,565.00	4,492,565.00	2,620,662.95	374,380.41	0.00	1,871,902.05	58.3%
0018200 CONTINGENCIES	254,196.00	153,971.00	0.00	0.00	0.00	153,971.00	.0%
0018300 RESERVES	5,633,085.00	5,633,085.00	0.00	0.00	0.00	5,633,085.00	.0%
GRAND TOTAL	38,545,273.00	38,547,873.00	16,660,787.49	2,641,673.90	416,640.43	21,470,445.08	44.3%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 36110		INTEREST					
	-25.00	-25.00	-19.69	-3.10	0.00	-5.31	78.8%
100 36990		OTHER REVENUE					
	0.00	0.00	-538.46	-38.46	0.00	538.46	100.0%
100 38910		CASH BALANCE FORWARD					
	-3,522.00	-3,522.00	0.00	0.00	0.00	-3,522.00	.0%
100 59990		RESERVE					
	3,547.00	3,547.00	0.00	0.00	0.00	3,547.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-558.15	-41.56	0.00	558.15	100.0%
	TOTAL REVENUES						
	-3,547.00	-3,547.00	-558.15	-41.56	0.00	-2,988.85	
	TOTAL EXPENSES						
	3,547.00	3,547.00	0.00	0.00	0.00	3,547.00	
	GRAND TOTAL						
	0.00	0.00	-558.15	-41.56	0.00	558.15	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-2,500.00	-2,500.00	-1,930.50	0.00	0.00	-569.50	77.2%
110 36110		INTEREST					
	-300.00	-300.00	-379.39	-51.54	0.00	79.39	126.5%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,450.00	0.00	0.00	6,450.00	100.0%
110 38910		CASH BALANCE FORWARD					
	-51,355.00	-51,355.00	0.00	0.00	0.00	-51,355.00	.0%
110 55200		OPERATING SUPPLIES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56401		EQUIP-NON CAPITAL					
	0.00	18,503.00	18,502.89	0.00	0.00	0.11	100.0%
110 59990		RESERVE					
	39,155.00	20,652.00	0.00	0.00	0.00	20,652.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	9,743.00	-51.54	0.00	-9,743.00	100.0%
	TOTAL REVENUES						
	-54,155.00	-54,155.00	-8,759.89	-51.54	0.00	-45,395.11	
	TOTAL EXPENSES						
	54,155.00	54,155.00	18,502.89	0.00	0.00	35,652.11	
	GRAND TOTAL						
	0.00	0.00	9,743.00	-51.54	0.00	-9,743.00	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-130,000.00	-130,000.00	-47,100.00	-3,300.00	0.00	-82,900.00	36.2%
125 36110		INTEREST					
	-5,000.00	-5,000.00	-2,691.96	-403.52	0.00	-2,308.04	53.8%
125 38910		CASH BALANCE FORWARD					
	-255,141.00	-255,141.00	0.00	0.00	0.00	-255,141.00	.0%
125 51200		SALARIES					
	24,255.00	24,255.00	13,060.37	1,865.76	0.00	11,194.63	53.8%
125 52100		FICA					
	1,716.00	1,716.00	936.30	133.06	0.00	779.70	54.6%
125 52200		RETIREMENT					
	5,195.00	5,195.00	2,795.92	399.64	0.00	2,399.08	53.8%
125 52300		HEALTH INSUR					
	4,724.00	4,724.00	2,613.94	373.42	0.00	2,110.06	55.3%
125 52301		LIFE INSUR					
	89.00	89.00	54.73	8.24	0.00	34.27	61.5%
125 52400		WORKERS' COMP					
	586.00	586.00	341.85	48.83	0.00	244.15	58.3%
125 53100		PROFESSIONAL SERVICES					
	114,100.00	114,100.00	0.00	0.00	0.00	114,100.00	.0%
125 54970		PROGRAM COSTS					
	162,000.00	162,000.00	11,718.49	654.95	0.00	150,281.51	7.2%
125 55200		OPERATING SUPPLIES					
	66,750.00	66,750.00	0.00	0.00	0.00	66,750.00	.0%
125 59990		RESERVE					
	10,726.00	10,726.00	0.00	0.00	0.00	10,726.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-18,270.36	-219.62	0.00	18,270.36	100.0%
TOTAL REVENUES							
	-390,141.00	-390,141.00	-49,791.96	-3,703.52	0.00	-340,349.04	
TOTAL EXPENSES							
	390,141.00	390,141.00	31,521.60	3,483.90	0.00	358,619.40	
GRAND TOTAL							
	0.00	0.00	-18,270.36	-219.62	0.00	18,270.36	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	-11,000.00	-11,000.00	-5,550.00	-275.00	0.00	-5,450.00	50.5%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	0.00	0.00	0.00	-1,700.00	.0%
126 36110		INTEREST					
	0.00	0.00	-576.35	-87.22	0.00	576.35	100.0%
126 38910		CASH BALANCE FORWARD					
	-70,946.00	-70,946.00	0.00	0.00	0.00	-70,946.00	.0%
126 53100		PROFESSIONAL SERVICES					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
126 54970		PROGRAM COSTS					
	57,000.00	57,000.00	0.00	0.00	0.00	57,000.00	.0%
126 59990		RESERVE					
	24,646.00	24,646.00	0.00	0.00	0.00	24,646.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-6,126.35	-362.22	0.00	6,126.35	100.0%
TOTAL REVENUES							
	-83,646.00	-83,646.00	-6,126.35	-362.22	0.00	-77,519.65	
TOTAL EXPENSES							
	83,646.00	83,646.00	0.00	0.00	0.00	83,646.00	
GRAND TOTAL							
	0.00	0.00	-6,126.35	-362.22	0.00	6,126.35	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

ORIGINAL APPROP		REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110	INTEREST						
	-500.00	-500.00	466.25	0.00	0.00	-966.25	-93.3%
130 38910	CASH BALANCE FORWARD						
	-106,914.00	-106,914.00	0.00	0.00	0.00	-106,914.00	.0%
130 56300 24003	ALACHUA ST EXTENSION						
	107,414.00	107,414.00	0.00	0.00	0.00	107,414.00	.0%
TOTAL CDBG ECON DEV							
	0.00	0.00	466.25	0.00	0.00	-466.25	100.0%
TOTAL REVENUES							
	-107,414.00	-107,414.00	466.25	0.00	0.00	-107,880.25	
TOTAL EXPENSES							
	107,414.00	107,414.00	0.00	0.00	0.00	107,414.00	
GRAND TOTAL							
	0.00	0.00	466.25	0.00	0.00	-466.25	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	-1,000.00	-1,000.00	-431.04	-64.01	0.00	-568.96	43.1%
135 38910		CASH BALANCE FORWARD					
	-83,647.00	-83,647.00	0.00	0.00	0.00	-83,647.00	.0%
135 56100		LAND					
	84,647.00	84,647.00	0.00	0.00	0.00	84,647.00	.0%
TOTAL LAND CONSERVATION TRUST							
	0.00	0.00	-431.04	-64.01	0.00	431.04	100.0%
TOTAL REVENUES							
	-84,647.00	-84,647.00	-431.04	-64.01	0.00	-84,215.96	
TOTAL EXPENSES							
	84,647.00	84,647.00	0.00	0.00	0.00	84,647.00	
GRAND TOTAL							
	0.00	0.00	-431.04	-64.01	0.00	431.04	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-600,000.00	-600,000.00	-378,439.09	-42,384.59	0.00	-221,560.91	63.1%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-229,048.00	-229,048.00	-870.00	-285.00	0.00	-228,178.00	.4%
140 32203		BUILDING PERMIT-DEMOLITION					
	-2,000.00	-2,000.00	-383.00	0.00	0.00	-1,617.00	19.2%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-2,000.00	-2,000.00	-5,974.20	0.00	0.00	3,974.20	298.7%
140 32207		BUILDING PERMIT-REINSPECTION					
	-10,000.00	-10,000.00	-2,750.00	-350.00	0.00	-7,250.00	27.5%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32211		BUILDING PERMIT-FENCING					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903		SIGN PERMITS					
	-2,000.00	-2,000.00	-2,352.00	-296.00	0.00	352.00	117.6%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-75.00	0.00	0.00	-59,925.00	.1%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-75.00	0.00	0.00	-8,425.00	.9%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-8,675.00	-1,086.00	0.00	-5,325.00	62.0%
140 32909		GAS PERMITS-LP INSTALLATION					
	-5,000.00	-5,000.00	-2,550.00	-450.00	0.00	-2,450.00	51.0%
140 32911		MECHANICAL					
	-38,285.00	-38,285.00	-7,950.00	-1,600.00	0.00	-30,335.00	20.8%
140 32912		PLUMBING PERMITS					
	-5,000.00	-5,000.00	-3,000.00	-400.00	0.00	-2,000.00	60.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-4,500.00	-4,500.00	-1,628.46	-352.35	0.00	-2,871.54	36.2%
140 32980		OTHER MISC PERMITS					
	-25,000.00	-25,000.00	-16,880.00	-3,070.00	0.00	-8,120.00	67.5%
140 36110		INTEREST					
	-30,000.00	-30,000.00	-15,470.50	-2,111.29	0.00	-14,529.50	51.6%
140 36992		GAIN ON SALE OF ASSET					
	-80,000.00	-80,000.00	-80,000.00	0.00	0.00	0.00	100.0%
140 38910		CASH BALANCE FORWARD					
	-2,165,369.00	-2,165,369.00	0.00	0.00	0.00	-2,165,369.00	.0%
140 51200		SALARIES					
	483,578.00	483,578.00	251,007.83	3,880.99	0.00	232,570.17	51.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51350		PART-TIME					
	18,959.00	18,959.00	12,817.12	2,014.94	0.00	6,141.88	67.6%
140 51400		OVERTIME					
	12,000.00	12,000.00	72.56	0.00	0.00	11,927.44	.6%
140 52100		FICA					
	37,912.00	37,912.00	19,522.83	454.03	0.00	18,389.17	51.5%
140 52200		RETIREMENT					
	104,993.00	104,993.00	53,909.12	850.51	0.00	51,083.88	51.3%
140 52300		HEALTH INSUR					
	79,469.00	79,469.00	46,676.32	3,411.33	0.00	32,792.68	58.7%
140 52301		LIFE INSUR					
	1,863.00	1,863.00	1,030.85	50.47	0.00	832.15	55.3%
140 52400		WORKERS' COMP					
	8,213.00	8,213.00	4,790.90	684.42	0.00	3,422.10	58.3%
140 53100		PROFESSIONAL SERVICES					
	485,200.00	485,200.00	261,355.60	80,805.95	56,799.82	167,044.58	65.6%
140 53400		CONTRACTUAL					
	330,716.00	330,716.00	41,631.73	940.69	780.00	288,304.27	12.8%
140 54000		TRAINING/TRAVEL					
	38,745.00	38,745.00	3,060.00	2,013.00	0.00	35,685.00	7.9%
140 54100		COMM - PHONE/FAX/ALARM					
	1,356.00	1,356.00	1,056.00	0.00	0.00	300.00	77.9%
140 54101		COMMUNICATIONS-CELLULAR					
	9,000.00	9,000.00	4,505.70	833.47	0.00	4,494.30	50.1%
140 54103		COMMUNICATIONS-INTERNET					
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500		INSURANCE					
	35,071.00	35,071.00	20,458.10	2,922.58	0.00	14,612.90	58.3%
140 54611		R/M FACILITIES					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	307.50	0.00	0.00	692.50	30.8%
140 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	284.50	0.00	0.00	1,215.50	19.0%
140 54700		PRINTING					
	8,000.00	8,000.00	531.44	99.60	0.00	7,468.56	6.6%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	8,000.00	8,000.00	3,182.16	0.00	0.00	4,817.84	39.8%
140 55200		OPERATING SUPPLIES					
	14,840.00	14,840.00	6,207.55	5,117.82	0.00	8,632.45	41.8%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210		UNIFORMS					
	1,100.00	1,100.00	600.00	0.00	0.00	500.00	54.5%
140 55230		GAS/OIL					
	3,000.00	3,000.00	2,466.50	468.63	0.00	533.50	82.2%
140 55400		BOOKS/SUBS/DUES					
	25,000.00	25,000.00	3,078.91	170.00	0.00	21,921.09	12.3%
140 56300 24009		CH WINDOWS REPLACEMENT					
	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	.0%
140 56401		NON CAP EQUIP					
	17,400.00	17,400.00	6,017.21	0.00	0.00	11,382.79	34.6%
140 56410 23041		SOFTWARE PROJECT 23041					
	470,000.00	470,000.00	0.00	0.00	250,567.00	219,433.00	53.3%
140 59990		RESERVE					
	926,277.00	926,277.00	0.00	0.00	0.00	926,277.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	217,498.18	52,333.20	308,146.82	-525,645.00	100.0%
TOTAL REVENUES							
	-3,282,702.00	-3,282,702.00	-527,072.25	-52,385.23	0.00	-2,755,629.75	
TOTAL EXPENSES							
	3,282,702.00	3,282,702.00	744,570.43	104,718.43	308,146.82	2,229,984.75	
GRAND TOTAL							
	0.00	0.00	217,498.18	52,333.20	308,146.82	-525,645.00	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER CAPACITY							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-5,793.85	-867.50	0.00	-5,006.15	53.6%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-196,612.00	-196,612.00	-212,801.58	-22,484.50	0.00	16,189.58	108.2%
145 36311		IMPACT FEES- UNINCORPORATED					
	-111,772.00	-111,772.00	-12,973.26	-1,817.82	0.00	-98,798.74	11.6%
145 38910		CASH BALANCE FORWARD					
	-1,023,047.00	-1,023,047.00	0.00	0.00	0.00	-1,023,047.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	312,507.00	312,507.00	182,295.75	26,042.25	0.00	130,211.25	58.3%
145 59990		RESERVE					
	1,029,724.00	1,029,724.00	0.00	0.00	0.00	1,029,724.00	.0%
TOTAL WASTEWATER CAPACITY							
	0.00	0.00	-49,272.94	872.43	0.00	49,272.94	100.0%
TOTAL REVENUES							
	-1,342,231.00	-1,342,231.00	-231,568.69	-25,169.82	0.00	-1,110,662.31	
TOTAL EXPENSES							
	1,342,231.00	1,342,231.00	182,295.75	26,042.25	0.00	1,159,935.25	
GRAND TOTAL							
	0.00	0.00	-49,272.94	872.43	0.00	49,272.94	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER CAPACITY							
146 36110		INTEREST					
	-500.00	-500.00	-154.95	-26.91	0.00	-345.05	31.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-78,778.00	-78,778.00	-28,214.29	-4,680.00	0.00	-50,563.71	35.8%
146 36311		IMPACT FEES- UNINCORPORATED					
	-30,284.00	-30,284.00	-3,783.05	-74.15	0.00	-26,500.95	12.5%
146 38910		CASH BALANCE FORWARD					
	758.00	758.00	0.00	0.00	0.00	758.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	25,000.00	25,000.00	14,583.35	2,083.33	0.00	10,416.65	58.3%
146 59990		RESERVE					
	83,804.00	83,804.00	0.00	0.00	0.00	83,804.00	.0%
TOTAL WATER CAPACITY	0.00	0.00	-17,568.94	-2,697.73	0.00	17,568.94	100.0%
TOTAL REVENUES	-108,804.00	-108,804.00	-32,152.29	-4,781.06	0.00	-76,651.71	
TOTAL EXPENSES	108,804.00	108,804.00	14,583.35	2,083.33	0.00	94,220.65	
GRAND TOTAL	0.00	0.00	-17,568.94	-2,697.73	0.00	17,568.94	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410							
	-1,025,000.00	-1,025,000.00	-635,126.90	-87,315.01	0.00	-389,873.10	62.0%
150 31420							
	-920,066.00	-920,066.00	-567,785.91	-76,148.54	0.00	-352,280.09	61.7%
150 31430							
	0.00	0.00	-7.17	0.00	0.00	7.17	100.0%
150 31440							
	-220,500.00	-220,500.00	-111,189.89	-16,792.51	0.00	-109,310.11	50.4%
150 36110							
	-9,500.00	-9,500.00	-4,556.33	-634.95	0.00	-4,943.67	48.0%
150 38910							
	-809,786.00	-809,786.00	0.00	0.00	0.00	-809,786.00	.0%
150 59100							
	2,500,000.00	2,500,000.00	1,458,333.35	208,333.33	0.00	1,041,666.65	58.3%
150 59990							
	484,852.00	484,852.00	0.00	0.00	0.00	484,852.00	.0%
TOTAL UTILITY TAX	0.00	0.00	139,667.15	27,442.32	0.00	-139,667.15	100.0%
TOTAL REVENUES	-2,984,852.00	-2,984,852.00	-1,318,666.20	-180,891.01	0.00	-1,666,185.80	
TOTAL EXPENSES	2,984,852.00	2,984,852.00	1,458,333.35	208,333.33	0.00	1,526,518.65	
GRAND TOTAL	0.00	0.00	139,667.15	27,442.32	0.00	-139,667.15	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,900.00	-3,900.00	-2,790.00	-630.00	0.00	-1,110.00	71.5%
170 34560		MARKER SETTING FEES					
	-2,500.00	-2,500.00	-2,790.00	-180.00	0.00	290.00	111.6%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-43,700.00	-5,040.73	0.00	-6,300.00	87.4%
170 34580		SALE OF LOTS					
	-80,000.00	-80,000.00	-88,436.46	-9,674.55	0.00	8,436.46	110.5%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-20,099.55	-1,577.49	0.00	7,099.55	154.6%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-21,434.93	-776.43	0.00	21,434.93	100.0%
170 38910		CASH BALANCE FORWARD					
	-154,120.00	-154,120.00	0.00	0.00	0.00	-154,120.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,256,436.00	-1,256,436.00	0.00	0.00	0.00	-1,256,436.00	.0%
170 53200		AUDITING					
	2,463.00	2,463.00	1,436.75	205.25	0.00	1,026.25	58.3%
170 53400		CONTRACTUAL					
	131,325.00	131,325.00	71,852.00	9,684.99	0.00	59,473.00	54.7%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	488.09	64.75	0.00	3,311.91	12.8%
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	79.49	13.19	0.00	920.51	7.9%
170 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	1,333.25	0.00	0.00	3,666.75	26.7%
170 54611		R/M FACILITIES					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
170 55210		UNIFORMS					
	0.00	0.00	0.00	-150.00	0.00	0.00	.0%
170 59990		RESERVE					
	111,932.00	111,932.00	0.00	0.00	0.00	111,932.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,301,936.00	1,301,936.00	0.00	0.00	0.00	1,301,936.00	.0%
TOTAL CEMETERY	0.00	0.00	-104,061.36	-8,061.02	0.00	104,061.36	100.0%
TOTAL REVENUES	-1,559,956.00	-1,559,956.00	-179,250.94	-17,879.20	0.00	-1,380,705.06	
TOTAL EXPENSES	1,559,956.00	1,559,956.00	75,189.58	9,818.18	0.00	1,484,766.42	
GRAND TOTAL	0.00	0.00	-104,061.36	-8,061.02	0.00	104,061.36	100.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-90,880.00	-90,880.00	0.00	0.00	0.00	-90,880.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-133,674.00	-133,674.00	0.00	0.00	0.00	-133,674.00	.0%
180 36110		INTEREST					
	-7,500.00	-7,500.00	-4,979.67	-725.08	0.00	-2,520.33	66.4%
180 38910		CASH BALANCE FORWARD					
	-999,715.00	-999,715.00	0.00	0.00	0.00	-999,715.00	.0%
180 53200		AUDITING					
	5,900.00	5,900.00	3,441.65	491.67	0.00	2,458.35	58.3%
180 53400		CONTRACTUAL					
	0.00	0.00	720.00	0.00	0.00	-720.00	100.0%
180 56300 21026		IMPROVEMENTS					
	0.00	7,347.00	7,346.90	0.00	0.00	0.10	100.0%
180 56300 24003		ALACHUA ST EXTENSION					
	765,542.00	758,195.00	6,941.20	2,709.05	28,058.80	723,195.00	4.6%
180 57100		PRINCIPAL					
	50,225.00	50,225.00	0.00	0.00	0.00	50,225.00	.0%
180 57200		INTEREST					
	20,192.00	20,192.00	10,023.26	0.00	0.00	10,168.74	49.6%
180 59990		RESERVE					
	389,910.00	389,910.00	0.00	0.00	0.00	389,910.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	23,493.34	2,475.64	28,058.80	-51,552.14	100.0%
TOTAL REVENUES							
	-1,231,769.00	-1,231,769.00	-4,979.67	-725.08	0.00	-1,226,789.33	
TOTAL EXPENSES							
	1,231,769.00	1,231,769.00	28,473.01	3,200.72	28,058.80	1,175,237.19	
GRAND TOTAL							
	0.00	0.00	23,493.34	2,475.64	28,058.80	-51,552.14	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-227,402.00	-227,402.00	-146,243.48	-28,164.74	0.00	-81,158.52	64.3%
190 36110		INTEREST					
	0.00	0.00	-1,230.90	-179.54	0.00	1,230.90	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,300.00	0.00	0.00	6,300.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-112,797.00	-112,797.00	0.00	0.00	0.00	-112,797.00	.0%
190 53400		CONTRACTUAL					
	3,000.00	3,000.00	1,222.88	212.23	0.00	1,777.12	40.8%
190 54000		TRAINING/TRAVEL					
	10,500.00	10,500.00	3,337.60	644.60	0.00	7,162.40	31.8%
190 54921		UNDERCOVER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200		OPERATING SUPPLIES					
	14,000.00	14,000.00	12,901.04	0.00	0.00	1,098.96	92.2%
190 56400		MACH/EQUIP					
	191,000.00	191,000.00	127,408.00	126,622.00	54,670.37	8,921.63	95.3%
190 56401		EQUIP-NON CAPITAL					
	0.00	3,202.00	3,201.51	0.00	0.00	0.49	100.0%
190 59990		RESERVE					
	117,699.00	114,497.00	0.00	0.00	0.00	114,497.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	-5,703.35	99,134.55	54,670.37	-48,967.02	100.0%
TOTAL REVENUES							
	-340,199.00	-340,199.00	-153,774.38	-28,344.28	0.00	-186,424.62	
TOTAL EXPENSES							
	340,199.00	340,199.00	148,071.03	127,478.83	54,670.37	137,457.60	
GRAND TOTAL							
	0.00	0.00	-5,703.35	99,134.55	54,670.37	-48,967.02	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33210		FEDERAL GRANT					
	0.00	0.00	-13,688.91	0.00	0.00	13,688.91	100.0%
300 33400		STATE GRANT					
	-1,901,800.00	-1,901,800.00	-654,287.60	-64,790.00	0.00	-1,247,512.40	34.4%
300 33544		8TH CENT GAS TAX					
	-79,382.00	-79,382.00	-51,306.95	-7,329.56	0.00	-28,075.05	64.6%
300 33710		COUNTY GRANT					
	-74,700.00	-74,700.00	0.00	0.00	0.00	-74,700.00	.0%
300 36110		INTEREST					
	-8,000.00	-8,000.00	-15,219.99	-2,349.39	0.00	7,219.99	190.2%
300 38101		FROM GENERAL FUND					
	-3,219,126.00	-3,219,126.00	-1,877,823.50	-268,260.50	0.00	-1,341,302.50	58.3%
300 38410		LOAN PROCEEDS					
	-1,231,855.00	-1,231,855.00	0.00	0.00	0.00	-1,231,855.00	.0%
300 38910		CASH BALANCE FORWARD					
	-2,189,619.00	-2,189,619.00	0.00	0.00	0.00	-2,189,619.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-8,704,482.00	-8,704,482.00	-2,612,326.95	-342,729.45	0.00	-6,092,155.05	30.0%
TOTAL REVENUES							
	-8,704,482.00	-8,704,482.00	-2,612,326.95	-342,729.45	0.00	-6,092,155.05	
GRAND TOTAL							
	-8,704,482.00	-8,704,482.00	-2,612,326.95	-342,729.45	0.00	-6,092,155.05	30.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

ORIGINAL APPROP		REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200	BUILDING						
125,000.00	125,000.00		0.00	0.00	0.00	125,000.00	.0%
3001000 56300 23050	IMPROVEMENTS						
330,000.00	330,000.00		0.00	0.00	0.00	330,000.00	.0%
3001000 56300 24010	DOWNTOWN STREETSCAPES						
50,000.00	50,000.00		0.00	0.00	0.00	50,000.00	.0%
3001000 56300 24011	DOWNTOWN REVITALIZATION						
741,993.00	741,993.00		67,645.00	8,780.00	204,855.00	469,493.00	36.7%
3001000 56410 22018	SOFTWARE						
40,000.00	40,000.00		2,160.00	0.00	48,399.96	-10,559.96	126.4%
3001000 57100	PRINCIPAL						
231,001.00	231,001.00		228,923.70	64,164.58	0.00	2,077.30	99.1%
3001000 57200	INTEREST						
81,583.00	81,583.00		81,868.46	1,849.16	0.00	-285.46	100.3%
3001000 59990	RESERVE						
253,179.00	253,179.00		0.00	0.00	0.00	253,179.00	.0%
TOTAL GENERAL GOVERNMENT							
1,852,756.00	1,852,756.00		380,597.16	74,793.74	253,254.96	1,218,903.88	34.2%
TOTAL EXPENSES							
1,852,756.00	1,852,756.00		380,597.16	74,793.74	253,254.96	1,218,903.88	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
150,000.00	150,000.00		86,355.00	0.00	0.00	63,645.00	57.6%
TOTAL CAP IMP IT							
150,000.00	150,000.00		86,355.00	0.00	0.00	63,645.00	57.6%
TOTAL EXPENSES							
150,000.00	150,000.00		86,355.00	0.00	0.00	63,645.00	
3002200 CAP IMP FIRE							
3002200 56300	IMPROVEMENTS						
50,000.00	50,000.00		0.00	0.00	0.00	50,000.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

3002200	CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3002200	56400	MACH/EQUIP						
		1,231,855.00	1,231,855.00	0.00	0.00	0.00	1,231,855.00	.0%
	TOTAL CAP IMP FIRE	1,281,855.00	1,281,855.00	0.00	0.00	0.00	1,281,855.00	.0%
	TOTAL EXPENSES	1,281,855.00	1,281,855.00	0.00	0.00	0.00	1,281,855.00	
3004100	CAP IMP STREETS							
3004100	56300 24014	BEACH ST TRAILS						
		125,000.00	125,000.00	5,670.00	2,520.00	630.00	118,700.00	5.0%
3004100	56311 24041	FY24 SIDEWALKS-GENL/MISC						
		150,000.00	150,000.00	18,747.02	0.00	20,450.37	110,802.61	26.1%
3004100	56320 24003	ALACHUA ST EXTENSION						
		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
3004100	56320 24042	FY24 STREET PAVING AND RESURFA						
		750,000.00	750,000.00	175,617.65	0.00	421,134.21	153,248.14	79.6%
3004100	56400	MACH/EQUIP						
		150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
3004100	56500 20022	INFRASTRUCTURE						
		20,000.00	20,000.00	20,542.33	1,580.00	29,556.00	-30,098.33	250.5%
	TOTAL CAP IMP STREETS	1,215,000.00	1,215,000.00	220,577.00	4,100.00	471,770.58	522,652.42	57.0%
	TOTAL EXPENSES	1,215,000.00	1,215,000.00	220,577.00	4,100.00	471,770.58	522,652.42	
3007200	CAP IMP REC							
3007200	56300	IMPROVEMENTS						
		772,221.00	622,682.00	0.00	0.00	0.00	622,682.00	.0%
3007200	56300 23036	IMPROVEMENTS						
		30,303.00	30,303.00	1,476.23	454.51	1,573.01	27,253.76	10.1%
3007200	56300 23037	IMPROVEMENTS						
		126,263.00	126,263.00	24,450.14	7,527.78	26,053.29	75,759.57	40.0%
3007200	56300 23038	IMPROVEMENTS						
		186,869.00	186,869.00	38,952.41	11,992.79	41,506.47	106,410.12	43.1%
3007200	56300 23039	IMPROVEMENTS						
		404,040.00	404,040.00	90,906.96	27,988.72	96,867.58	216,265.46	46.5%



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3007200	CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56300 23040	IMPROVEMENTS	252,525.00	252,525.00	54,651.26	16,826.20	58,234.65	139,639.09	44.7%
3007200 56300 24015	IMPROVEMENTS	0.00	13,700.00	10,960.00	0.00	2,740.00	0.00	100.0%
3007200 56300 24018	TENNIS COURT REFURBISHMENT	100,000.00	109,934.00	0.00	0.00	109,934.00	0.00	100.0%
3007200 56300 24045	ARC AUDITORIUM REPOINTING	0.00	83,060.00	0.00	0.00	83,059.79	0.21	100.0%
3007200 56300 24046	ARC AUDITORIUM WINDOW REPLACEMENT	0.00	52,779.00	26,389.00	0.00	26,390.00	0.00	100.0%
3007200 56327	BEACH MONITORING/REPORTING	55,000.00	55,000.00	0.00	0.00	3,106.00	51,894.00	5.6%
3007200 56331 22029	BEACH RENOUR / ENGINEERING	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
3007200 56333 20041	HABITAT CONSERVATION PLAN	0.00	0.00	0.00	0.00	31,638.00	-31,638.00	100.0%
TOTAL CAP IMP REC		1,972,221.00	1,982,155.00	247,786.00	64,790.00	481,102.79	1,253,266.21	36.8%
TOTAL EXPENSES		1,972,221.00	1,982,155.00	247,786.00	64,790.00	481,102.79	1,253,266.21	
3007210 PARKS IMPROVEMENTS								
3007210 56300	IMPROVEMENTS	72,000.00	13,119.00	0.00	0.00	0.00	13,119.00	.0%
3007210 56300 23008	IMPROVEMENTS	284,250.00	274,316.00	270,000.00	0.00	0.00	4,316.00	98.4%
3007210 56300 23012	IMPROVEMENTS	50,000.00	50,000.00	21,000.00	0.00	21,000.00	8,000.00	84.0%
3007210 56300 23013	IMPROVEMENTS	285,650.00	285,650.00	151,883.00	0.00	600.00	133,167.00	53.4%
3007210 56300 23027	IMPROVEMENTS	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
3007210 56300 23066	IMPR - CEMETERY FENCING	0.00	26,795.00	26,795.00	0.00	0.00	0.00	100.0%
3007210 56300 24019	LIGHTHOUSE	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	.0%
3007210 56300 24049	IMPROVEMENTS	0.00	24,900.00	0.00	0.00	24,900.00	0.00	100.0%
TOTAL PARKS IMPROVEMENTS		856,900.00	839,780.00	469,678.00	0.00	46,500.00	323,602.00	61.5%
TOTAL EXPENSES		856,900.00	839,780.00	469,678.00	0.00	46,500.00	323,602.00	



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3007220	CAP IMP PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007220 CAP IMP PECK								
3007220	56300	IMPROVEMENTS						
	186,000.00	186,000.00	0.00	0.00	0.00	186,000.00	.0%	
3007220	56300 23060	IMPROVEMENTS						
	1,064,750.00	1,064,750.00	217,445.40	0.00	607,089.60	240,215.00	77.4%	
3007220	56300 24048	IMPROVEMENTS						
	0.00	7,186.00	7,186.00	0.00	0.00	0.00	100.0%	
TOTAL CAP IMP PECK								
	1,250,750.00	1,257,936.00	224,631.40	0.00	607,089.60	426,215.00	66.1%	
TOTAL EXPENSES								
	1,250,750.00	1,257,936.00	224,631.40	0.00	607,089.60	426,215.00		
3007225 MLK CENTER								
3007225	56300	IMPROVEMENTS						
	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%	
TOTAL MLK CENTER								
	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%	
TOTAL EXPENSES								
	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00		
3007400 CAP IMP AQUATICS								
3007400	56300 24021	MLK POOL MODIFICATIONS						
	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%	
TOTAL CAP IMP AQUATICS								
	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%	
TOTAL EXPENSES								
	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00		
GRAND TOTAL								
	8,704,482.00	8,704,482.00	1,629,624.56	143,683.74	1,859,717.93	5,215,139.51	40.1%	

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FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33400	STATE GRANT						
	0.00	0.00	-40,713.00	0.00	0.00	40,713.00	100.0%
310 33440	OTHER GRANT						
	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
310 33710	COUNTY GRANT						
	-900,000.00	-900,000.00	0.00	0.00	0.00	-900,000.00	.0%
310 36110	INTEREST						
	-50,000.00	-50,000.00	-51,491.85	-7,646.27	0.00	1,491.85	103.0%
TOTAL CAPITAL EXPANSION							
	-1,010,000.00	-1,010,000.00	-92,204.85	-7,646.27	0.00	-917,795.15	9.1%
TOTAL REVENUES							
	-1,010,000.00	-1,010,000.00	-92,204.85	-7,646.27	0.00	-917,795.15	
3101000 CAP EXP ADMIN							
3101000 32410	IMPACT FEES ADMIN						
	-100,000.00	-100,000.00	-35,639.01	-3,414.40	0.00	-64,360.99	35.6%
3101000 38910	CASH BALANCE FORWARD						
	-1,539,290.00	-1,539,290.00	0.00	0.00	0.00	-1,539,290.00	.0%
TOTAL CAP EXP ADMIN							
	-1,639,290.00	-1,639,290.00	-35,639.01	-3,414.40	0.00	-1,603,650.99	2.2%
TOTAL REVENUES							
	-1,639,290.00	-1,639,290.00	-35,639.01	-3,414.40	0.00	-1,603,650.99	
3102100 CAP EXP POLICE							
3102100 32421	IMPACT FEES POLICE						
	-60,000.00	-60,000.00	-21,999.30	-2,017.60	0.00	-38,000.70	36.7%
3102100 38910	CASH BALANCE FORWARD						
	-558,857.00	-558,857.00	0.00	0.00	0.00	-558,857.00	.0%
TOTAL CAP EXP POLICE							
	-618,857.00	-618,857.00	-21,999.30	-2,017.60	0.00	-596,857.70	3.6%
TOTAL REVENUES							
	-618,857.00	-618,857.00	-21,999.30	-2,017.60	0.00	-596,857.70	



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3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 CAP EXP FIRE							
3102200 32422	IMPACT FEES FIRE						
	-80,000.00	-80,000.00	-28,216.89	-2,793.60	0.00	-51,783.11	35.3%
3102200 38910	CASH BALANCE FORWARD						
	-306,000.00	-306,000.00	0.00	0.00	0.00	-306,000.00	.0%
TOTAL CAP EXP FIRE							
	-386,000.00	-386,000.00	-28,216.89	-2,793.60	0.00	-357,783.11	7.3%
TOTAL REVENUES							
	-386,000.00	-386,000.00	-28,216.89	-2,793.60	0.00	-357,783.11	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-650,000.00	-650,000.00	-289,504.14	-22,426.40	0.00	-360,495.86	44.5%
3107200 38910	CASH BALANCE FORWARD						
	-4,083,527.00	-4,083,527.00	0.00	0.00	0.00	-4,083,527.00	.0%
TOTAL CAP EXP RECREATION							
	-4,733,527.00	-4,733,527.00	-289,504.14	-22,426.40	0.00	-4,444,022.86	6.1%
TOTAL REVENUES							
	-4,733,527.00	-4,733,527.00	-289,504.14	-22,426.40	0.00	-4,444,022.86	
GRAND TOTAL							
	-8,387,674.00	-8,387,674.00	-467,564.19	-38,298.27	0.00	-7,920,109.81	5.6%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 59990	RESERVE						
	1,651,154.00	1,651,154.00	0.00	0.00	0.00	1,651,154.00	.0%
TOTAL CAP EXP ADMIN	1,651,154.00	1,651,154.00	0.00	0.00	0.00	1,651,154.00	.0%
TOTAL EXPENSES	1,651,154.00	1,651,154.00	0.00	0.00	0.00	1,651,154.00	
3102100 CAP EXP POLICE							
3102100 56400	MACH/EQUIP						
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
3102100 59990	RESERVE						
	613,164.00	613,164.00	0.00	0.00	0.00	613,164.00	.0%
TOTAL CAP EXP POLICE	623,164.00	623,164.00	0.00	0.00	0.00	623,164.00	.0%
TOTAL EXPENSES	623,164.00	623,164.00	0.00	0.00	0.00	623,164.00	
3102200 CAP EXP FIRE							
3102200 56200	BUILDING						
	0.00	0.00	0.00	0.00	11,611.34	-11,611.34	100.0%
3102200 59990	RESERVE						
	388,359.00	388,359.00	0.00	0.00	0.00	388,359.00	.0%
TOTAL CAP EXP FIRE	388,359.00	388,359.00	0.00	0.00	11,611.34	376,747.66	3.0%
TOTAL EXPENSES	388,359.00	388,359.00	0.00	0.00	11,611.34	376,747.66	
3107200 CAP EXP RECREATION							
3107200 56100 24043	YBOR ALVAREZ SOCCER COMPLEX						
	1,800,000.00	1,800,000.00	2,332.50	0.00	157,877.50	1,639,790.00	8.9%



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3107200	CAP EXP RECREATION							
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
3107200 56300 23042	IMPROVEMENTS							
	120,000.00	120,000.00	60,236.22	0.00	600.00	59,163.78	50.7%	
3107200 56300 24022	BOARDWALK 35 SOUTH							
	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	.0%	
3107200 56300 24047	MLK SOFTBALL							
	0.00	27,950.00	0.00	0.00	27,950.00	0.00	100.0%	
3107200 56300 24050	IMPROVEMENTS							
	0.00	123,500.00	3,500.00	0.00	127,200.00	-7,200.00	105.8%	
3107200 59990	RESERVE							
	3,684,997.00	3,533,547.00	0.00	0.00	0.00	3,533,547.00	.0%	
TOTAL CAP EXP RECREATION								
	5,724,997.00	5,724,997.00	66,068.72	0.00	313,627.50	5,345,300.78	6.6%	
TOTAL EXPENSES								
	5,724,997.00	5,724,997.00	66,068.72	0.00	313,627.50	5,345,300.78		
GRAND TOTAL								
	8,387,674.00	8,387,674.00	66,068.72	0.00	325,238.84	7,996,366.44	4.7%	

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See next schedule for balances by Function. The total is based on actual expenses and not budgeted projects.

CAPITAL EXPANSION FUND
PRELIMINARY April

	FY22-23 BALANCE FORWARD	FY23-24 REVENUE	FY23-24 INTEREST	FY23-24 EXPENSES	FY23-24 BALANCE FORWARD
POLICE	569,210.69	21,999.30	4,394.72	-	595,604.71
FIRE	362,611.25	28,216.89	2,799.62	-	393,627.76
SANITATION	-	-	-	-	-
RECREATION/PARKS	4,168,745.95	330,217.14	32,185.75	66,068.72	4,465,080.12
ADMINISTRATION	1,568,730.12	35,639.01	12,111.74	-	1,616,480.87
	<u>6,669,298.01</u>	<u>416,072.34</u>	<u>51,491.83</u>	<u>66,068.72</u>	<u>7,070,793.46</u>



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
315 OTHER CAPITAL IMPROVEMENTS							
315 36110		INTEREST					
	-15,000.00	-15,000.00	-18,990.92	-2,689.04	0.00	3,990.92	126.6%
315 38910		CASH BALANCE FORWARD					
	-3,057,679.00	-3,057,679.00	0.00	0.00	0.00	-3,057,679.00	.0%
315 59990		RESERVE					
	220,507.00	220,507.00	0.00	0.00	0.00	220,507.00	.0%
TOTAL OTHER CAPITAL IMPROVEMENTS							
	-2,852,172.00	-2,852,172.00	-18,990.92	-2,689.04	0.00	-2,833,181.08	.7%
TOTAL REVENUES							
	-3,072,679.00	-3,072,679.00	-18,990.92	-2,689.04	0.00	-3,053,688.08	
TOTAL EXPENSES							
	220,507.00	220,507.00	0.00	0.00	0.00	220,507.00	
3151000 OTHER CAPITAL IMPROVEMENTS							
3151000 56300 18002		IMPROVEMENTS					
	1,519,305.00	2,337,857.00	193,832.85	18,500.00	0.00	2,144,024.15	8.3%
3151000 56300 22013		IMPROVEMENTS					
	0.00	272,172.00	0.00	0.00	0.00	272,172.00	.0%
3151000 56300 23044		IMPROVEMENTS					
	357,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3151000 56300 23045		IMPROVEMENTS					
	350,000.00	38,448.00	33,418.97	15,088.37	5,029.46	-0.43	100.0%
3151000 56300 23046		IMPROVEMENTS					
	150,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3151000 56300 23051		IMPROVEMENTS					
	166,434.00	30,348.00	2,692.50	0.00	27,655.00	0.50	100.0%
3151000 56300 23052		IMPROVEMENTS					
	166,433.00	30,347.00	2,692.50	0.00	27,655.00	-0.50	100.0%
3151000 56300 23059		IMPROVEMENTS					
	143,000.00	143,000.00	138,000.00	0.00	0.00	5,000.00	96.5%
TOTAL OTHER CAPITAL IMPROVEMENTS							
	2,852,172.00	2,852,172.00	370,636.82	33,588.37	60,339.46	2,421,195.72	15.1%
TOTAL EXPENSES							
	2,852,172.00	2,852,172.00	370,636.82	33,588.37	60,339.46	2,421,195.72	
GRAND TOTAL							
	0.00	0.00	351,645.90	30,899.33	60,339.46	-411,985.36	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	-44,200.00	-44,200.00	-102,410.26	-16,525.69	0.00	58,210.26	231.7%
330 36120		UNREALIZED GAIN					
	0.00	0.00	611.63	143.97	0.00	-611.63	100.0%
330 38145		FROM WASTEWATER					
	-500,000.00	-500,000.00	-291,666.65	-41,666.67	0.00	-208,333.35	58.3%
330 38910		CASH BALANCE FORWARD					
	-9,697,056.00	-9,697,056.00	0.00	0.00	0.00	-9,697,056.00	.0%
330 56300 23005		IMPROVEMENTS					
	400,000.00	400,000.00	0.00	0.00	381,500.00	18,500.00	95.4%
330 56300 24028		FY24 WASTEWATER PLANT AUTOMATI					
	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
330 59990		RESERVE					
	9,741,256.00	9,741,256.00	0.00	0.00	0.00	9,741,256.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-393,465.28	-58,048.39	381,500.00	11,965.28	100.0%
TOTAL REVENUES	-10,241,256.00	-10,241,256.00	-393,465.28	-58,048.39	0.00	-9,847,790.72	
TOTAL EXPENSES	10,241,256.00	10,241,256.00	0.00	0.00	381,500.00	9,859,756.00	
GRAND TOTAL	0.00	0.00	-393,465.28	-58,048.39	381,500.00	11,965.28	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-850,000.00	-850,000.00	-400,770.33	-67,121.17	0.00	-449,229.67	47.1%
410 34713		GOLF CARTS					
	-420,000.00	-420,000.00	-196,066.57	-34,651.55	0.00	-223,933.43	46.7%
410 34714		RANGE FEES					
	-87,000.00	-87,000.00	-41,628.94	-8,016.50	0.00	-45,371.06	47.8%
410 34718		FACILITY RENTAL					
	-40,000.00	-40,000.00	LY \$181,804.00 0.00	0.00	0.00	-40,000.00	.0%
410 34733		MEMBERSHIPS					
	-275,063.00	-275,063.00	-235,731.15	-2,539.51	0.00	-39,331.85	85.7%
410 36110		INTEREST					
	0.00	0.00	-1,505.69	-75.55	0.00	1,505.69	100.0%
410 36990		OTHER REVENUE					
	0.00	0.00	-473.63	-286.01	0.00	473.63	100.0%
410 36992		GAIN ON SALE OF ASSET					
	-192,000.00	-192,000.00	-206,700.00	0.00	0.00	14,700.00	107.7%
410 38101		FROM GENERAL FUND					
	-250,000.00	-250,000.00	-145,833.35	-20,833.33	0.00	-104,166.65	58.3%
410 38410		LOAN PROCEEDS					
	-834,629.00	-715,000.00	-715,000.00	0.00	0.00	0.00	100.0%
410 38910		CASH BALANCE FORWARD					
	-2,025.00	-2,025.00	0.00	0.00	0.00	-2,025.00	.0%
410 51200		SALARIES					
	518,423.00	518,423.00	212,573.28	24,051.84	0.00	305,849.72	41.0%
410 51350		PART-TIME					
	342,316.00	342,316.00	183,037.50	27,452.37	0.00	159,278.50	53.5%
410 51400		OVERTIME					
	10,000.00	10,000.00	9,051.71	1,548.62	0.00	948.29	90.5%
410 52100		FICA					
	65,487.00	65,487.00	33,763.29	4,390.12	0.00	31,723.71	51.6%
410 52200		RETIREMENT					
	101,182.00	101,182.00	48,234.49	5,390.83	0.00	52,947.51	47.7%
410 52300		HEALTH INSUR					
	27,178.00	27,178.00	23,338.98	2,745.62	0.00	3,839.02	85.9%
410 52301		LIFE INSUR					
	1,407.00	1,407.00	923.75	133.14	0.00	483.25	65.7%
410 52350		OPEB COSTS					
	794.00	794.00	463.15	66.17	0.00	330.85	58.3%
410 52400		WORKERS' COMP					
	9,128.00	9,128.00	5,324.65	760.67	0.00	3,803.35	58.3%



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 53100		PROFESSIONAL SERVICES					
	2,000.00	2,000.00	716.52	0.00	0.00	1,283.48	35.8%
410 53200		AUDITING					
	7,389.00	7,389.00	4,310.25	615.75	0.00	3,078.75	58.3%
410 53400		CONTRACTUAL					
	17,114.00	17,114.00	9,547.55	765.79	0.00	7,566.45	55.8%
410 54000		TRAINING/TRAVEL					
	1,160.00	1,160.00	0.00	0.00	0.00	1,160.00	.0%
410 54100		COMM - PHONE/FAX/ALARM					
	2,808.00	2,808.00	1,481.10	48.86	0.00	1,326.90	52.7%
410 54101		COMMUNICATIONS-CELLULAR					
	600.00	600.00	0.00	0.00	0.00	600.00	.0%
410 54103		COMMUNICATIONS-INTERNET					
	6,010.00	6,010.00	2,819.19	341.88	0.00	3,190.81	46.9%
410 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
410 54300		UTILITIES ELECTRIC					
	72,000.00	72,000.00	36,290.61	9,335.03	0.00	35,709.39	50.4%
410 54310		UTILITIES-WATER & WASTEWATER					
	12,000.00	12,000.00	4,376.23	651.57	0.00	7,623.77	36.5%
410 54500		INSURANCE					
	33,495.00	33,495.00	19,538.75	2,791.25	0.00	13,956.25	58.3%
410 54610		R/M BLDG & GROUNDS					
	10,000.00	10,000.00	3,800.00	0.00	0.00	6,200.00	38.0%
410 54611		R/M FACILITIES					
	24,500.00	24,500.00	6,708.00	1,569.84	0.00	17,792.00	27.4%
410 54620		R/M EQUIPMENT					
	20,000.00	28,500.00	19,715.92	0.00	0.00	8,784.08	69.2%
410 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	75.00	0.00	0.00	925.00	7.5%
410 54640		R/M VEHICLES-PARTS					
	750.00	750.00	456.44	0.00	0.00	293.56	60.9%
410 54800		PROMOTIONAL					
	15,400.00	15,400.00	14,713.75	660.00	0.00	686.25	95.5%
410 55100		OFFICE SUPPLIES					
	1,300.00	1,300.00	466.71	0.00	0.00	833.29	35.9%
410 55200		OPERATING SUPPLIES					
	210,000.00	210,000.00	161,314.85	26,051.81	0.00	48,685.15	76.8%
410 55210		UNIFORMS					
	4,350.00	4,350.00	3,488.63	0.00	0.00	861.37	80.2%
410 55220		JANITORIAL SUPPLIES					
	1,000.00	1,000.00	16.97	0.00	0.00	983.03	1.7%
410 55230		GAS/OIL					
	40,000.00	31,500.00	9,738.11	1,998.34	0.00	21,761.89	30.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 55400		BOOKS/SUBS/DUES					
	8,000.00	8,000.00	200.00	0.00	0.00	7,800.00	2.5%
410 56300 24023		GOLF COURSE IRRIGATION					
	250,000.00	272,200.00	0.00	0.00	272,200.00	0.00	100.0%
410 56400		MACH/EQUIP					
	992,629.00	817,865.00	726,178.58	0.00	48,891.63	42,794.79	94.8%
410 57100		PRINCIPAL					
	166,920.00	124,000.00	58,000.00	0.00	0.00	66,000.00	46.8%
410 57200		INTEREST					
	0.00	45,026.00	15,028.30	0.00	0.00	29,997.70	33.4%
410 57300		FINANCING COSTS					
	0.00	30,829.00	30,829.04	0.00	0.00	-0.04	100.0%
410 59990		RESERVE					
	-31,697.00	-31,697.00	0.00	0.00	0.00	-31,697.00	.0%
TOTAL GOLF							
	-5,974.00	-5,974.00	-297,188.36	-22,154.12	321,091.63	-29,877.27	-400.1%
		TOTAL REVENUES					
	-2,950,717.00	-2,831,088.00	-1,943,709.66	-133,523.62	0.00	-887,378.34	
		TOTAL EXPENSES					
	2,944,743.00	2,825,114.00	1,646,521.30	111,369.50	321,091.63	857,501.07	
4107260 GOLF TOPTRACER							
4107260 34714		RANGE FEES					
	0.00	-24,500.00	-41,628.96	-8,016.50	0.00	17,128.96	169.9%
4107260 34716		TT FOOD & BEVERAGE					
	-30,000.00	-30,000.00	-8,074.10	-1,710.43	0.00	-21,925.90	26.9%
4107260 34717		BAY RENTALS					
	-100,000.00	-75,500.00	-220.00	-15.00	0.00	-75,280.00	.3%
4107260 34790		TOPTRACER BAY SPONSORSHIP					
	-40,000.00	-40,000.00	0.00	0.00	0.00	-40,000.00	.0%
4107260 51350		PART TIME SALARIES					
	128,180.00	60,180.00	28,317.77	3,989.09	0.00	31,862.23	47.1%
4107260 51400		OVERTIME					
	0.00	0.00	1,344.84	123.44	0.00	-1,344.84	100.0%
4107260 52100		FICA					
	11,766.00	11,766.00	2,269.19	314.60	0.00	9,496.81	19.3%
4107260 52400		WORKERS' COMP					
	686.00	686.00	400.15	57.17	0.00	285.85	58.3%
4107260 54103		COMMUNICATIONS-INTERNET					
	8,300.00	8,300.00	4,188.07	676.01	0.00	4,111.93	50.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

4107260	GOLF TOPTRACER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107260 54400	RENTALS/LEASES	24,000.00	24,000.00	14,000.00	2,000.00	0.00	10,000.00	58.3%
4107260 54611	R/M FACILITIES	7,500.00	7,500.00	58.26	0.00	0.00	7,441.74	.8%
4107260 54800	PROMOTIONAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
4107260 55200	OPERATING SUPPLIES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	.0%
4107260 55210	UNIFORMS	0.00	0.00	281.70	0.00	0.00	-281.70	100.0%
4107260 55550	F&B COST OF SALES	6,000.00	6,000.00	1,979.35	422.95	0.00	4,020.65	33.0%
TOTAL GOLF TOPTRACER		30,932.00	-37,068.00	2,916.27	-2,158.67	0.00	-39,984.27	-7.9%
TOTAL REVENUES		-170,000.00	-170,000.00	-49,923.06	-9,741.93	0.00	-120,076.94	
TOTAL EXPENSES		200,932.00	132,932.00	52,839.33	7,583.26	0.00	80,092.67	
4107261 GOLF PRO SHOP								
4107261 34715	PRO SHOP SALES	-150,000.00	-150,000.00	-66,310.71	-11,606.91	0.00	-83,689.29	44.2%
4107261 34719	GOLF INSTRUCTION	-35,000.00	-35,000.00	-3,440.00	0.00	0.00	-31,560.00	9.8%
4107261 51350	PART TIME SALARIES	101,036.00	101,036.00	48,483.69	5,860.19	0.00	52,552.31	48.0%
4107261 51400	OVERTIME	0.00	0.00	2,108.95	316.58	0.00	-2,108.95	100.0%
4107261 52100	FICA	7,730.00	7,730.00	4,138.38	472.52	0.00	3,591.62	53.5%
4107261 52400	WORKERS' COMP	933.00	933.00	544.25	77.75	0.00	388.75	58.3%
4107261 54970	PROGRAM COSTS	24,000.00	24,000.00	2,252.00	0.00	0.00	21,748.00	9.4%
4107261 55545	PRO SHOP COST OF SALES	90,000.00	90,000.00	41,001.47	6,425.72	0.00	48,998.53	45.6%
TOTAL GOLF PRO SHOP		38,699.00	38,699.00	28,778.03	1,545.85	0.00	9,920.97	74.4%
TOTAL REVENUES		-185,000.00	-185,000.00	-69,750.71	-11,606.91	0.00	-115,249.29	
TOTAL EXPENSES		223,699.00	223,699.00	98,528.74	13,152.76	0.00	125,170.26	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

4107262	GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 GOLF FOOD & BEVERAGE								
4107262 34716	FOOD AND BEVERAGE	-525,000.00	-525,000.00	-268,452.27	-36,908.58	0.00	-256,547.73	51.1%
4107262 34718	FACILITY RENTAL	-25,000.00	-25,000.00	-40,126.62	-1,580.79	0.00	15,126.62	160.5%
4107262 51200	SALARIES	64,716.00	130,236.00	63,575.00	10,018.14	0.00	66,661.00	48.8%
4107262 51350	PART TIME SALARIES	153,656.00	118,161.00	43,761.69	5,221.05	0.00	74,399.31	37.0%
4107262 51400	OVERTIME	0.00	0.00	2,479.32	350.84	0.00	-2,479.32	100.0%
4107262 52100	FICA	14,012.00	16,730.00	8,234.67	1,166.00	0.00	8,495.33	49.2%
4107262 52200	RETIREMENT	13,862.00	27,897.00	11,392.23	2,145.88	0.00	16,504.77	40.8%
4107262 52300	HEALTH INSUR	14,316.00	35,093.00	9,583.11	1,748.82	0.00	25,509.89	27.3%
4107262 52301	LIFE INSUR	238.00	563.00	193.05	36.56	0.00	369.95	34.3%
4107262 52400	WORKERS' COMP	1,553.00	1,673.00	905.90	129.42	0.00	767.10	54.1%
4107262 53400	CONTRACTUAL	4,400.00	4,400.00	1,694.73	238.50	0.00	2,705.27	38.5%
4107262 54400	RENTALS/LEASES	2,640.00	2,640.00	1,500.00	250.00	0.00	1,140.00	56.8%
4107262 54620	R/M EQUIPMENT	4,450.00	4,450.00	0.00	0.00	0.00	4,450.00	.0%
4107262 55200	OPERATING SUPPLIES	22,000.00	22,000.00	10,511.14	1,316.03	0.00	11,488.86	47.8%
4107262 55210	UNIFORMS	1,500.00	1,500.00	375.60	0.00	0.00	1,124.40	25.0%
4107262 55550	F&B COST OF SALES	189,000.00	189,000.00	97,523.93	13,269.39	0.00	91,476.07	51.6%
TOTAL GOLF FOOD & BEVERAGE		-63,657.00	4,343.00	-56,848.52	-2,598.74	0.00	61,191.52	-1309.0%
TOTAL REVENUES		-550,000.00	-550,000.00	-308,578.89	-38,489.37	0.00	-241,421.11	
TOTAL EXPENSES		486,343.00	554,343.00	251,730.37	35,890.63	0.00	302,612.63	
GRAND TOTAL		0.00	0.00	-322,342.58	-25,365.68	321,091.63	1,250.95	100.0%

** END OF REPORT - Generated by Marileida Hernandez **

City of Fernandina Beach
Total Golf Course Fund
Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	PROJECT	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	410	34710	GREEN FEES		(850,000.00)	(400,770.33)	(67,121.17)	(449,229.67)	47.10
		34713	GOLF CARTS		(420,000.00)	(196,066.57)	(34,651.55)	(223,933.43)	46.70
		34714	RANGE FEES		(87,000.00)	(41,628.94)	(8,016.50)	(45,371.06)	47.80
		34718	FACILITY RENTAL		(40,000.00)	0.00	0.00	(40,000.00)	0.00
		34733	MEMBERSHIPS		(275,063.00)	(235,731.15)	(2,539.51)	(39,331.85)	85.70
		36110	INTEREST		0.00	(1,505.69)	(75.55)	1,505.69	100.00
		36990	OTHER REVENUE		0.00	(473.63)	(286.01)	473.63	100.00
		36992	GAIN ON SALE OF ASSET		(192,000.00)	(206,700.00)	0.00	14,700.00	107.70
		38101	FROM GENERAL FUND		(250,000.00)	(145,833.35)	(20,833.33)	(104,166.65)	58.30
		38410	LOAN PROCEEDS		(715,000.00)	(715,000.00)	0.00	0.00	100.00
		38910	CASH BALANCE FORWARD		(2,025.00)	0.00	0.00	(2,025.00)	0.00
		51200	SALARIES		518,423.00	212,573.28	24,051.84	305,849.72	41.00
		51350	PART-TIME		342,316.00	183,037.50	27,452.37	159,278.50	53.50
		51400	OVERTIME		10,000.00	9,051.71	1,548.62	948.29	90.50
		52100	FICA		65,487.00	33,763.29	4,390.12	31,723.71	51.60
		52200	RETIREMENT		101,182.00	48,234.49	5,390.83	52,947.51	47.70
		52300	HEALTH INSUR		27,178.00	23,338.98	2,745.62	3,839.02	85.90
		52301	LIFE INSUR		1,407.00	923.75	133.14	483.25	65.70
		52350	OPEB COSTS		794.00	463.15	66.17	330.85	58.30
		52400	WORKERS' COMP		9,128.00	5,324.65	760.67	3,803.35	58.30
		53100	PROFESSIONAL SERVICES		2,000.00	716.52	0.00	1,283.48	35.80
		53200	AUDITING		7,389.00	4,310.25	615.75	3,078.75	58.30
		53400	CONTRACTUAL		17,114.00	9,547.55	765.79	7,566.45	55.80
		54000	TRAINING/TRAVEL		1,160.00	0.00	0.00	1,160.00	0.00
		54100	COMM - PHONE/FAX/ALARM		2,808.00	1,481.10	48.86	1,326.90	52.70
		54101	COMMUNICATIONS-CELLULAR		600.00	0.00	0.00	600.00	0.00
		54103	COMMUNICATIONS-INTERNET		6,010.00	2,819.19	341.88	3,190.81	46.90
		54200	POSTAGE		100.00	0.00	0.00	100.00	0.00
		54300	UTILITIES ELECTRIC		72,000.00	36,290.61	9,335.03	35,709.39	50.40
		54310	UTILITIES-WATER & WASTEWATER		12,000.00	4,376.23	651.57	7,623.77	36.50
		54500	INSURANCE		33,495.00	19,538.75	2,791.25	13,956.25	58.30
		54610	R/M BLDG & GROUNDS		10,000.00	3,800.00	0.00	6,200.00	38.00
		54611	R/M FACILITIES		24,500.00	6,708.00	1,569.84	17,792.00	27.40
		54620	R/M EQUIPMENT		28,500.00	19,715.92	0.00	8,784.08	69.20
		54630	R/M VEHICLES-LABOR		1,000.00	75.00	0.00	925.00	7.50
		54640	R/M VEHICLES-PARTS		750.00	456.44	0.00	293.56	60.90
		54800	PROMOTIONAL		15,400.00	14,713.75	660.00	686.25	95.50
		55100	OFFICE SUPPLIES		1,300.00	466.71	0.00	833.29	35.90
		55200	OPERATING SUPPLIES		210,000.00	161,314.85	26,051.81	48,685.15	76.80
		55210	UNIFORMS		4,350.00	3,488.63	0.00	861.37	80.20
		55220	JANITORIAL SUPPLIES		1,000.00	16.97	0.00	983.03	1.70
		55230	GAS/OIL		31,500.00	9,738.11	1,998.34	21,761.89	30.90
		55400	BOOKS/SUBS/DUES		8,000.00	200.00	0.00	7,800.00	2.50
		56300	GOLF COURSE IRRIGATION	24023	272,200.00	0.00	0.00	0.00	100.00
		56400	MACH/EQUIP		817,865.00	726,178.58	0.00	42,794.79	94.80
		57100	PRINCIPAL		124,000.00	58,000.00	0.00	66,000.00	46.80
		57200	INTEREST		45,026.00	15,028.30	0.00	29,997.70	33.40
		57300	FINANCING COSTS		30,829.00	30,829.04	0.00	(0.04)	100.00
		59990	RESERVE		(31,697.00)	0.00	0.00	(31,697.00)	0.00
	410 Total				(5,974.00)	(297,188.36)	(22,154.12)	(29,877.27)	2542.00
	4107260	34714	RANGE FEES		(24,500.00)	(41,628.96)	(8,016.50)	17,128.96	169.90
		34716	TT FOOD & BEVERAGE		(30,000.00)	(8,074.10)	(1,710.43)	(21,925.90)	26.90
		34717	BAY RENTALS		(75,500.00)	(220.00)	(15.00)	(75,280.00)	0.30
		34790	TOPTRACER BAY SPONSORSHIP		(40,000.00)	0.00	0.00	(40,000.00)	0.00
		51350	PART TIME SALARIES		60,180.00	28,317.77	3,989.09	31,862.23	47.10
		51400	OVERTIME		0.00	1,344.84	123.44	(1,344.84)	100.00
		52100	FICA		11,766.00	2,269.19	314.60	9,496.81	19.30
		52400	WORKERS' COMP		686.00	400.15	57.17	285.85	58.30

City of Fernandina Beach
Total Golf Course Fund
Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	PROJECT	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	4107260	54103	COMMUNICATIONS-INTERNET		8,300.00	4,188.07	676.01	4,111.93	50.50
		54400	RENTALS/LEASES		24,000.00	14,000.00	2,000.00	10,000.00	58.30
		54611	R/M FACILITIES		7,500.00	58.26	0.00	7,441.74	0.80
		54800	PROMOTIONAL		2,500.00	0.00	0.00	2,500.00	0.00
		55200	OPERATING SUPPLIES		12,000.00	0.00	0.00	12,000.00	0.00
		55210	UNIFORMS		0.00	281.70	0.00	(281.70)	100.00
		55550	F&B COST OF SALES		6,000.00	1,979.35	422.95	4,020.65	33.00
	4107260 Total				(37,068.00)	2,916.27	(2,158.67)	(39,984.27)	664.40
	4107261	34715	PRO SHOP SALES		(150,000.00)	(66,310.71)	(11,606.91)	(83,689.29)	44.20
		34719	GOLF INSTRUCTION		(35,000.00)	(3,440.00)	0.00	(31,560.00)	9.80
		51350	PART TIME SALARIES		101,036.00	48,483.69	5,860.19	52,552.31	48.00
		51400	OVERTIME		0.00	2,108.95	316.58	(2,108.95)	100.00
		52100	FICA		7,730.00	4,138.38	472.52	3,591.62	53.50
		52400	WORKERS' COMP		933.00	544.25	77.75	388.75	58.30
		54970	PROGRAM COSTS		24,000.00	2,252.00	0.00	21,748.00	9.40
		55545	PRO SHOP COST OF SALES		90,000.00	41,001.47	6,425.72	48,998.53	45.60
	4107261 Total				38,699.00	28,778.03	1,545.85	9,920.97	368.80
	4107262	34716	FOOD AND BEVERAGE		(525,000.00)	(268,452.27)	(36,908.58)	(256,547.73)	51.10
		34718	FACILITY RENTAL		(25,000.00)	(40,126.62)	(1,580.79)	15,126.62	160.50
		51200	SALARIES		130,236.00	63,575.00	10,018.14	66,661.00	48.80
		51350	PART TIME SALARIES		118,161.00	43,761.69	5,221.05	74,399.31	37.00
		51400	OVERTIME		0.00	2,479.32	350.84	(2,479.32)	100.00
		52100	FICA		16,730.00	8,234.67	1,166.00	8,495.33	49.20
		52200	RETIREMENT		27,897.00	11,392.23	2,145.88	16,504.77	40.80
		52300	HEALTH INSUR		35,093.00	9,583.11	1,748.82	25,509.89	27.30
		52301	LIFE INSUR		563.00	193.05	36.56	369.95	34.30
		52400	WORKERS' COMP		1,673.00	905.90	129.42	767.10	54.10
		53400	CONTRACTUAL		4,400.00	1,694.73	238.50	2,705.27	38.50
		54400	RENTALS/LEASES		2,640.00	1,500.00	250.00	1,140.00	56.80
		54620	R/M EQUIPMENT		4,450.00	0.00	0.00	4,450.00	0.00
		55200	OPERATING SUPPLIES		22,000.00	10,511.14	1,316.03	11,488.86	47.80
		55210	UNIFORMS		1,500.00	375.60	0.00	1,124.40	25.00
		55550	F&B COST OF SALES		189,000.00	97,523.93	13,269.39	91,476.07	51.60
	4107262 Total				4,343.00	(56,848.52)	(2,598.74)	61,191.52	822.80
410 Total					0.00	(322,342.58)	(25,365.68)	1,250.95	4398.00
Grand Total					0.00	(322,342.58)	(25,365.68)	1,250.95	4398.00

City of Fernandina Beach
Golf Course - Operations
Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	PROJECT	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	410	34710	GREEN FEES		(850,000.00)	(400,770.33)	(67,121.17)	(449,229.67)	47.10
		34713	GOLF CARTS		(420,000.00)	(196,066.57)	(34,651.55)	(223,933.43)	46.70
		34714	RANGE FEES		(87,000.00)	(41,628.94)	(8,016.50)	(45,371.06)	47.80
		34718	FACILITY RENTAL		(40,000.00)	0.00	0.00	(40,000.00)	0.00
		34733	MEMBERSHIPS		(275,063.00)	(235,731.15)	(2,539.51)	(39,331.85)	85.70
		36110	INTEREST		0.00	(1,505.69)	(75.55)	1,505.69	100.00
		36990	OTHER REVENUE		0.00	(473.63)	(286.01)	473.63	100.00
		36992	GAIN ON SALE OF ASSET		(192,000.00)	(206,700.00)	0.00	14,700.00	107.70
		38101	FROM GENERAL FUND		(250,000.00)	(145,833.35)	(20,833.33)	(104,166.65)	58.30
		38410	LOAN PROCEEDS		(715,000.00)	(715,000.00)	0.00	0.00	100.00
		51200	SALARIES		518,423.00	212,573.28	24,051.84	305,849.72	41.00
		51350	PART-TIME		342,316.00	183,037.50	27,452.37	159,278.50	53.50
		51400	OVERTIME		10,000.00	9,051.71	1,548.62	948.29	90.50
		52100	FICA		65,487.00	33,763.29	4,390.12	31,723.71	51.60
		52200	RETIREMENT		101,182.00	48,234.49	5,390.83	52,947.51	47.70
		52300	HEALTH INSUR		27,178.00	23,338.98	2,745.62	3,839.02	85.90
		52301	LIFE INSUR		1,407.00	923.75	133.14	483.25	65.70
		52350	OPEB COSTS		794.00	463.15	66.17	330.85	58.30
		52400	WORKERS' COMP		9,128.00	5,324.65	760.67	3,803.35	58.30
		53100	PROFESSIONAL SERVICES		2,000.00	716.52	0.00	1,283.48	35.80
		53200	AUDITING		7,389.00	4,310.25	615.75	3,078.75	58.30
		53400	CONTRACTUAL		17,114.00	9,547.55	765.79	7,566.45	55.80
		54000	TRAINING/TRAVEL		1,160.00	0.00	0.00	1,160.00	0.00
		54100	COMM - PHONE/FAX/ALARM		2,808.00	1,481.10	48.86	1,326.90	52.70
		54101	COMMUNICATIONS-CELLULAR		600.00	0.00	0.00	600.00	0.00
		54103	COMMUNICATIONS-INTERNET		6,010.00	2,819.19	341.88	3,190.81	46.90
		54200	POSTAGE		100.00	0.00	0.00	100.00	0.00
		54300	UTILITIES ELECTRIC		72,000.00	36,290.61	9,335.03	35,709.39	50.40
		54310	UTILITIES-WATER & WASTEWATER		12,000.00	4,376.23	651.57	7,623.77	36.50
		54500	INSURANCE		33,495.00	19,538.75	2,791.25	13,956.25	58.30
		54610	R/M BLDG & GROUNDS		10,000.00	3,800.00	0.00	6,200.00	38.00
		54611	R/M FACILITIES		24,500.00	6,708.00	1,569.84	17,792.00	27.40
		54620	R/M EQUIPMENT		28,500.00	19,715.92	0.00	8,784.08	69.20
		54630	R/M VEHICLES-LABOR		1,000.00	75.00	0.00	925.00	7.50
		54640	R/M VEHICLES-PARTS		750.00	456.44	0.00	293.56	60.90
		54800	PROMOTIONAL		15,400.00	14,713.75	660.00	686.25	95.50
		55100	OFFICE SUPPLIES		1,300.00	466.71	0.00	833.29	35.90
		55200	OPERATING SUPPLIES		210,000.00	161,314.85	26,051.81	48,685.15	76.80
		55210	UNIFORMS		4,350.00	3,488.63	0.00	861.37	80.20
		55220	JANITORIAL SUPPLIES		1,000.00	16.97	0.00	983.03	1.70
		55230	GAS/OIL		31,500.00	9,738.11	1,998.34	21,761.89	30.90
		55400	BOOKS/SUBS/DUES		8,000.00	200.00	0.00	7,800.00	2.50
		56300	GOLF COURSE IRRIGATION	24023	272,200.00	0.00	0.00	0.00	100.00
		56400	MACH/EQUIP		817,865.00	726,178.58	0.00	42,794.79	94.80
		57100	PRINCIPAL		124,000.00	58,000.00	0.00	66,000.00	46.80
		57200	INTEREST		45,026.00	15,028.30	0.00	29,997.70	33.40
		57300	FINANCING COSTS		30,829.00	30,829.04	0.00	(0.04)	100.00
	410 Total				27,748.00	(297,188.36)	(22,154.12)	3,844.73	2542.00
410 Total					27,748.00	(297,188.36)	(22,154.12)	3,844.73	2542.00
Grand Total					27,748.00	(297,188.36)	(22,154.12)	3,844.73	2542.00

City of Fernandina Beach
Golf Course - Toptracer
Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	4107260	34714	RANGE FEES	(24,500.00)	(41,628.96)	(8,016.50)	17,128.96	169.90
		34716	TT FOOD & BEVERAGE	(30,000.00)	(8,074.10)	(1,710.43)	(21,925.90)	26.90
		34717	BAY RENTALS	(75,500.00)	(220.00)	(15.00)	(75,280.00)	0.30
		34790	TOPTRACER BAY SPONSORSHIP	(40,000.00)	0.00	0.00	(40,000.00)	0.00
		51350	PART TIME SALARIES	60,180.00	28,317.77	3,989.09	31,862.23	47.10
		51400	OVERTIME	0.00	1,344.84	123.44	(1,344.84)	100.00
		52100	FICA	11,766.00	2,269.19	314.60	9,496.81	19.30
		52400	WORKERS' COMP	686.00	400.15	57.17	285.85	58.30
		54103	COMMUNICATIONS-INTERNET	8,300.00	4,188.07	676.01	4,111.93	50.50
		54400	RENTALS/LEASES	24,000.00	14,000.00	2,000.00	10,000.00	58.30
		54611	R/M FACILITIES	7,500.00	58.26	0.00	7,441.74	0.80
		54800	PROMOTIONAL	2,500.00	0.00	0.00	2,500.00	0.00
		55200	OPERATING SUPPLIES	12,000.00	0.00	0.00	12,000.00	0.00
		55210	UNIFORMS	0.00	281.70	0.00	(281.70)	100.00
		55550	F&B COST OF SALES	6,000.00	1,979.35	422.95	4,020.65	33.00
	4107260 Total			(37,068.00)	2,916.27	(2,158.67)	(39,984.27)	664.40
410 Total				(37,068.00)	2,916.27	(2,158.67)	(39,984.27)	664.40
Grand Total				(37,068.00)	2,916.27	(2,158.67)	(39,984.27)	664.40

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Range Fee	24,500.00	41,628.96	8,016.50
Bay Rentals	115,500.00	220.00	15.00
Rental/ Leases	126,932.00	50,859.98	7,160.31
Gross Profit/(Loss)	13,068.00	(9,011.02)	871.19
Gross Profit %	10.30%	-17.72%	12.17%
TT Food and Beverage	30,000.00	8,074.10	1,710.43
Food and Beverage Cost of Sales	6,000.00	1,979.35	422.95
Gross Profit/(Loss)	24,000.00	6,094.75	1,287.48
Gross Profit %	400.00%	307.92%	304.40%

City of Fernandina Beach
 Golf Course -Proshop
 Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	4107261	34715	PRO SHOP SALES	(150,000.00)	(66,310.71)	(11,606.91)	(83,689.29)	44.20
		34719	GOLF INSTRUCTION	(35,000.00)	(3,440.00)	0.00	(31,560.00)	9.80
		51350	PART TIME SALARIES	101,036.00	48,483.69	5,860.19	52,552.31	48.00
		51400	OVERTIME	0.00	2,108.95	316.58	(2,108.95)	100.00
		52100	FICA	7,730.00	4,138.38	472.52	3,591.62	53.50
		52400	WORKERS' COMP	933.00	544.25	77.75	388.75	58.30
		55545	PRO SHOP COST OF SALES	90,000.00	41,001.47	6,425.72	48,998.53	45.60
		54970	PROGRAM COSTS	24,000.00	2,252.00	0.00	21,748.00	9.40
	4107261 Total			38,699.00	28,778.03	1,545.85	9,920.97	368.80
410 Total				38,699.00	28,778.03	1,545.85	9,920.97	368.80
Grand Total				38,699.00	28,778.03	1,545.85	9,920.97	368.80

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Pro Shop Sales	185,000.00	69,750.71	11,606.91
Pro Shop Cost of Sales	339,796.00	98,528.74	17,790.31
Gross Profit/(Loss)	(154,796.00)	(28,778.03)	(6,183.40)
Gross Profit %	-45.56%	-29.21%	-34.76%

City of Fernandina Beach
Golf Course - Food and Beverage
Year to Date to April

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET	% BUDGET USED
410	4107262	34716	FOOD AND BEVERAGE	(525,000.00)	(268,452.27)	(36,908.58)	(256,547.73)	51.10
		34718	FACILITY RENTAL	(25,000.00)	(40,126.62)	(1,580.79)	15,126.62	160.50
		51200	SALARIES	130,236.00	63,575.00	10,018.14	66,661.00	48.80
		51350	PART TIME SALARIES	118,161.00	43,761.69	5,221.05	74,399.31	37.00
		51400	OVERTIME	0.00	2,479.32	350.84	(2,479.32)	100.00
		52100	FICA	16,730.00	8,234.67	1,166.00	8,495.33	49.20
		52200	RETIREMENT	27,897.00	11,392.23	2,145.88	16,504.77	40.80
		52300	HEALTH INSUR	35,093.00	9,583.11	1,748.82	25,509.89	27.30
		52301	LIFE INSUR	563.00	193.05	36.56	369.95	34.30
		52400	WORKERS' COMP	1,673.00	905.90	129.42	767.10	54.10
		53400	CONTRACTUAL	4,400.00	1,694.73	238.50	2,705.27	38.50
		54400	RENTALS/LEASES	2,640.00	1,500.00	250.00	1,140.00	56.80
		54620	R/M EQUIPMENT	4,450.00	0.00	0.00	4,450.00	0.00
		55200	OPERATING SUPPLIES	22,000.00	10,511.14	1,316.03	11,488.86	47.80
		55210	UNIFORMS	1,500.00	375.60	0.00	1,124.40	25.00
		55550	F&B COST OF SALES	189,000.00	97,523.93	13,269.39	91,476.07	51.60
	4107262 Total			4,343.00	(56,848.52)	(2,598.74)	61,191.52	822.80
410 Total				4,343.00	(56,848.52)	(2,598.74)	61,191.52	822.80
Grand Total				4,343.00	(56,848.52)	(2,598.74)	61,191.52	822.80

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Food and Beverage	550,000.00	308,578.89	38,489.37
Cost of Food and Bevrag	554,343.00	251,730.37	35,890.63
Gross Profit/(Loss)	(4,343.00)	56,848.52	2,598.74
Gross Profit %	-0.78%	22.58%	7.24%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-169,200.00	-169,200.00	-29,619.50	0.00	0.00	-139,580.50	17.5%
420 33323		FDOT GRANT					
	-1,640,000.00	-1,690,000.00	-182,904.92	0.00	0.00	-1,507,095.08	10.8%
420 34704		RENTALS NON-TAXABLE					
	-800.00	-800.00	-70.00	0.00	0.00	-730.00	8.8%
420 34720		RENTALS					
	-2,500.00	-2,500.00	-3,882.00	0.00	0.00	1,382.00	155.3%
420 34970		FUEL FLOW FEES					
	-34,000.00	-34,000.00	-22,653.20	-5,608.56	0.00	-11,346.80	66.6%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-86,715.00	-86,715.00	-55,833.44	-14,797.75	0.00	-30,881.56	64.4%
420 34972		BUILDING LEASE					
	-800.00	-800.00	-5,589.08	-798.44	0.00	4,789.08	698.6%
420 34973		LAND LEASE- AMELIA RIVER					
	-212,697.00	-212,697.00	-138,246.73	-20,879.12	0.00	-74,450.27	65.0%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-73,864.00	-73,864.00	-44,539.90	-6,382.10	0.00	-29,324.10	60.3%
420 34975		RENT/LEASE PAYMENTS					
	-396,933.00	-396,933.00	-238,080.59	-34,995.31	0.00	-158,852.41	60.0%
420 34976		8 FLAGS RENT (TAXABLE)					
	-115,126.00	-115,126.00	-66,786.08	-10,051.21	0.00	-48,339.92	58.0%
420 34977		FUEL FARM RENT					
	0.00	0.00	-1,770.85	-354.17	0.00	1,770.85	100.0%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-5,000.00	-5,000.00	-3,455.94	-356.07	0.00	-1,544.06	69.1%
420 34979		TRANSIENT REVENUE					
	-5,000.00	-5,000.00	-5,030.00	-1,380.00	0.00	30.00	100.6%
420 36110		INTEREST					
	0.00	0.00	-9,920.49	-1,439.53	0.00	9,920.49	100.0%
420 36990		OTHER REVENUE					
	-70,000.00	-70,000.00	-78,717.05	-19,090.53	0.00	8,717.05	112.5%
420 36991		AIRCRAFT PARKING REVENUE					
	-4,000.00	-4,000.00	-4,880.01	0.00	0.00	880.01	122.0%
420 36992		GAIN ON SALE OF ASSET					
	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-1,092.80	-194.63	0.00	1,092.80	100.0%
420 38101		FROM GENERAL FUND					
	-296,779.00	-296,779.00	-173,121.10	-24,731.58	0.00	-123,657.90	58.3%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 38910		CASH BALANCE FORWARD					
	-1,835,533.00	-2,220,908.00	0.00	0.00	0.00	-2,220,908.00	.0%
420 51200		SALARIES					
	183,400.00	183,400.00	101,984.81	14,569.25	0.00	81,415.19	55.6%
420 51350		PART-TIME					
	28,652.00	28,652.00	11,139.81	1,761.93	0.00	17,512.19	38.9%
420 52100		FICA					
	16,513.00	16,513.00	8,709.88	1,257.45	0.00	7,803.12	52.7%
420 52200		RETIREMENT					
	37,196.00	37,196.00	21,832.69	3,120.74	0.00	15,363.31	58.7%
420 52300		HEALTH INSUR					
	20,298.00	20,298.00	11,535.06	1,647.14	0.00	8,762.94	56.8%
420 52301		LIFE INSUR					
	235.00	235.00	425.60	63.68	0.00	-190.60	181.1%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,024.35	146.33	0.00	731.65	58.3%
420 52400		WORKERS' COMP					
	1,815.00	1,815.00	1,058.75	151.25	0.00	756.25	58.3%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
420 53200		AUDITING					
	7,389.00	7,389.00	4,310.25	615.75	0.00	3,078.75	58.3%
420 53400		CONTRACTUAL					
	48,450.00	48,450.00	25,939.93	275.20	0.00	22,510.07	53.5%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
420 54100		COMM - PHONE/FAX/ALARM					
	3,096.00	3,096.00	1,714.95	219.87	0.00	1,381.05	55.4%
420 54101		COMMUNICATIONS-CELLULAR					
	1,260.00	1,260.00	723.47	100.73	0.00	536.53	57.4%
420 54103		COMMUNICATIONS-INTERNET					
	6,100.00	6,100.00	1,113.00	185.50	0.00	4,987.00	18.2%
420 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300		UTILITIES ELECTRIC					
	28,000.00	28,000.00	16,612.74	2,086.49	0.00	11,387.26	59.3%
420 54310		UTILITIES-WATER & WASTEWATER					
	12,200.00	12,200.00	5,507.47	1,323.43	0.00	6,692.53	45.1%
420 54500		INSURANCE					
	29,160.00	29,160.00	17,010.00	2,430.00	0.00	12,150.00	58.3%
420 54610		R/M BLDG & GROUNDS					
	95,000.00	80,000.00	34,839.93	3,863.14	1,458.00	43,702.07	45.4%
420 54611		R/M FACILITIES					
	0.00	15,000.00	4,345.51	122.45	0.00	10,654.49	29.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54620		R/M EQUIPMENT					
	3,000.00	3,000.00	1,035.41	189.95	0.00	1,964.59	34.5%
420 54630		R/M VEHICLES-LABOR					
	6,000.00	6,000.00	1,980.00	75.00	0.00	4,020.00	33.0%
420 54640		R/M VEHICLES-PARTS					
	8,000.00	8,000.00	2,036.89	27.64	0.00	5,963.11	25.5%
420 54700		PRINTING					
	650.00	650.00	194.54	0.00	0.00	455.46	29.9%
420 54800		PROMOTIONAL					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	4,258.35	608.33	0.00	3,041.65	58.3%
420 55100		OFFICE SUPPLIES					
	2,300.00	2,300.00	517.85	0.00	0.00	1,782.15	22.5%
420 55200		OPERATING SUPPLIES					
	2,180.00	2,180.00	894.85	0.00	0.00	1,285.15	41.0%
420 55210		UNIFORMS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
420 55230		GAS/OIL					
	12,000.00	12,000.00	5,226.82	370.61	0.00	6,773.18	43.6%
420 55400		BOOKS/SUBS/DUES					
	575.00	575.00	330.00	0.00	0.00	245.00	57.4%
420 56200 19051		BUILDING					
	200,000.00	1,177,253.00	446,550.36	30,475.00	403,717.14	326,985.50	72.2%
420 56300		IMPROVEMENTS					
	148,506.00	148,406.00	600.00	600.00	0.00	147,806.00	.4%
420 56300 23002		IMPROVEMENTS					
	1,820,000.00	1,820,000.00	0.00	0.00	0.00	1,820,000.00	.0%
420 56300 23032		IMPROVEMENTS					
	45,000.00	45,000.00	2,868.00	0.00	0.00	42,132.00	6.4%
420 56300 24024		TAXIWAY A REHAB					
	188,000.00	188,100.00	32,910.56	0.00	155,189.44	0.00	100.0%
420 56300 24025		HANGAR B APRON REHAB					
	450,000.00	450,000.00	0.00	0.00	28,825.00	421,175.00	6.4%
420 56300 24026		AIRPORT STORMWATER PIPE RELINI					
	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	.0%
420 56400		MACH/EQUIP					
	150,000.00	200,000.00	181,528.78	0.00	0.00	18,471.22	90.8%
420 57100		PRINCIPAL					
	300,775.00	300,775.00	0.00	0.00	0.00	300,775.00	.0%
420 57200		INTEREST					
	111,011.00	111,011.00	55,290.57	0.00	0.00	55,720.43	49.8%
420 59990		RESERVE					
	823,780.00	231,902.00	0.00	0.00	0.00	231,902.00	.0%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL AIRPORT	0.00	0.00	-60,142.50	-74,772.14	589,189.58	-529,047.08	100.0%
TOTAL REVENUES	-4,968,947.00	-5,404,322.00	-1,066,193.68	-141,059.00	0.00	-4,338,128.32	
TOTAL EXPENSES	4,968,947.00	5,404,322.00	1,006,051.18	66,286.86	589,189.58	3,809,081.24	
GRAND TOTAL	0.00	0.00	-60,142.50	-74,772.14	589,189.58	-529,047.08	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-3,402,883.00	-3,402,883.00	-1,586,032.53	-184,513.52	0.00	-1,816,850.47	46.6%
440 34341		GARBAGE FEES - CITY OF FB					
	-468,000.00	-468,000.00	-267,704.01	-38,273.98	0.00	-200,295.99	57.2%
440 36110		INTEREST					
	0.00	0.00	-5,143.42	-751.20	0.00	5,143.42	100.0%
440 36990		OTHER REVENUE					
	-104,000.00	-104,000.00	-123,458.24	-21,297.60	0.00	19,458.24	118.7%
440 38101		FROM GENERAL FUND					
	-40,000.00	-40,000.00	-23,333.35	-3,333.33	0.00	-16,666.65	58.3%
440 38910		CASH BALANCE FORWARD					
	-218,783.00	-218,783.00	0.00	0.00	0.00	-218,783.00	.0%
440 51200		SALARIES					
	93,600.00	93,600.00	52,582.82	29,305.88	0.00	41,017.18	56.2%
440 51400		OVERTIME					
	15,000.00	15,000.00	7,926.69	2,662.23	0.00	7,073.31	52.8%
440 52100		FICA					
	8,309.00	8,309.00	5,127.57	2,927.82	0.00	3,181.43	61.7%
440 52200		RETIREMENT					
	23,455.00	23,455.00	12,681.60	6,473.87	0.00	10,773.40	54.1%
440 52300		HEALTH INSUR					
	20,176.00	20,176.00	13,100.31	6,309.37	0.00	7,075.69	64.9%
440 52301		LIFE INSUR					
	342.00	342.00	247.64	109.12	0.00	94.36	72.4%
440 52400		WORKERS' COMP					
	4,608.00	4,608.00	2,688.00	384.00	0.00	1,920.00	58.3%
440 53200		AUDITING					
	7,389.00	7,389.00	4,310.25	615.75	0.00	3,078.75	58.3%
440 53400		CONTRACTUAL					
	255,936.00	255,936.00	53,199.79	10,240.77	102,600.00	100,136.21	60.9%
440 53440		SANITATION SERVICES EXPENSE					
	3,093,221.00	3,093,221.00	1,371,276.72	171,044.49	0.00	1,721,944.28	44.3%
440 54000		TRAINING/TRAVEL					
	1,000.00	1,000.00	504.25	0.00	0.00	495.75	50.4%
440 54400		RENTALS/LEASES					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 54440		LAND RENT					
	35,000.00	35,000.00	19,277.30	2,753.90	0.00	15,722.70	55.1%
440 54500		INSURANCE					
	53,719.00	53,719.00	31,336.10	4,476.58	0.00	22,382.90	58.3%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	2,577.05	2,577.05	0.00	2,422.95	51.5%
440 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 54630		R/M VEHICLES-LABOR					
	10,000.00	10,000.00	3,850.00	1,225.00	0.00	6,150.00	38.5%
440 54640		R/M VEHICLES-PARTS					
	17,000.00	17,000.00	8,707.76	932.36	0.00	8,292.24	51.2%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	53,666.65	7,666.67	0.00	38,333.35	58.3%
440 55100		OFFICE SUPPLIES					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
440 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	63.99	63.99	0.00	1,936.01	3.2%
440 55210		UNIFORMS					
	1,200.00	1,200.00	900.00	450.00	0.00	300.00	75.0%
440 55230		GAS/OIL					
	30,000.00	30,000.00	13,667.69	2,957.99	0.00	16,332.31	45.6%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	1,690.07	516.26	0.00	3,309.93	33.8%
440 56401		NON CAP EQUIP					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
440 59990		RESERVE					
	429,611.00	429,611.00	0.00	0.00	0.00	429,611.00	.0%
TOTAL SANITATION	0.00	0.00	-346,289.30	5,523.47	102,600.00	243,689.30	100.0%
TOTAL REVENUES	-4,233,666.00	-4,233,666.00	-2,005,671.55	-248,169.63	0.00	-2,227,994.45	
TOTAL EXPENSES	4,233,666.00	4,233,666.00	1,659,382.25	253,693.10	102,600.00	2,471,683.75	
GRAND TOTAL	0.00	0.00	-346,289.30	5,523.47	102,600.00	243,689.30	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER			LY \$3,433,261.08				
450 34345		WASTEWATER CHARGES					
	-6,198,520.00	-6,198,520.00	-3,675,505.99	-540,842.72	0.00	-2,523,014.01	59.3%
450 34530		SEPTIC DUMPING					
	-50,000.00	-50,000.00	-59,767.80	-13,123.80	0.00	9,767.80	119.5%
450 34535		WASTEWATER TAP FEES					
	-45,000.00	-45,000.00	-63,375.00	-9,375.00	0.00	18,375.00	140.8%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-83,300.27	-3,116.67	0.00	78,300.27	1666.0%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-37,082.06	-5,255.96	0.00	-52,917.94	41.2%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-23,055.00	0.00	0.00	23,055.00	100.0%
450 38910		CASH BALANCE FORWARD					
	-1,408,218.00	-2,121,822.00	0.00	0.00	0.00	-2,121,822.00	.0%
450 51200		SALARIES					
	860,180.00	860,180.00	477,234.95	66,876.26	0.00	382,945.05	55.5%
450 51350		PART-TIME					
	35,610.00	35,610.00	26,739.30	4,206.38	0.00	8,870.70	75.1%
450 51400		OVERTIME					
	157,530.00	157,530.00	87,489.55	11,062.33	0.00	70,040.45	55.5%
450 52100		FICA					
	66,013.00	66,013.00	44,177.09	6,055.63	0.00	21,835.91	66.9%
450 52200		RETIREMENT					
	185,394.00	185,394.00	118,294.56	16,694.53	0.00	67,099.44	63.8%
450 52300		HEALTH INSUR					
	184,979.00	184,979.00	98,728.12	13,819.66	0.00	86,250.88	53.4%
450 52301		LIFE INSUR					
	3,344.00	3,344.00	1,968.00	290.28	0.00	1,376.00	58.9%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	8,960.60	1,280.08	0.00	6,400.40	58.3%
450 52400		WORKERS' COMP					
	16,931.00	16,931.00	9,876.40	1,410.92	0.00	7,054.60	58.3%
450 53100		PROFESSIONAL SERVICES					
	225,000.00	201,000.00	57,405.98	255.00	39,421.90	104,172.12	48.2%
450 53200		AUDITING					
	15,599.00	15,599.00	9,099.40	1,299.92	0.00	6,499.60	58.3%
450 53400		CONTRACTUAL					
	225,648.00	225,648.00	113,632.21	17,896.09	5,718.99	106,296.80	52.9%
450 54000		TRAINING/TRAVEL					
	38,700.00	38,700.00	10,108.52	2,415.00	0.00	28,591.48	26.1%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	4,296.00	4,296.00	982.20	97.72	0.00	3,313.80	22.9%
450 54101		COMMUNICATIONS-CELLULAR					
	5,025.00	5,025.00	1,674.47	270.75	0.00	3,350.53	33.3%
450 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	2,370.09	352.89	0.00	-516.09	127.8%
450 54200		POSTAGE					
	3,000.00	3,000.00	226.98	32.23	0.00	2,773.02	7.6%
450 54300		UTILITIES ELECTRIC					
	265,000.00	265,000.00	123,725.25	27,509.14	0.00	141,274.75	46.7%
450 54310		UTILITIES-WATER & WASTEWATER					
	55,000.00	55,000.00	21,310.05	222.40	0.00	33,689.95	38.7%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	3,368.04	0.00	0.00	4,431.96	43.2%
450 54500		INSURANCE					
	58,645.00	58,645.00	34,209.60	4,887.08	0.00	24,435.40	58.3%
450 54610		R/M BLDG & GROUNDS					
	72,500.00	72,500.00	22,527.86	375.01	24,240.00	25,732.14	64.5%
450 54611		R/M FACILITIES					
	23,500.00	23,500.00	7,297.79	165.10	0.00	16,202.21	31.1%
450 54620		R/M EQUIPMENT					
	201,000.00	305,000.00	174,313.77	18,832.73	82,620.80	48,065.43	84.2%
450 54630		R/M VEHICLES-LABOR					
	20,000.00	20,000.00	9,066.25	2,612.50	0.00	10,933.75	45.3%
450 54640		R/M VEHICLES-PARTS					
	33,000.00	33,000.00	38,170.22	10,801.52	0.00	-5,170.22	115.7%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	116,666.65	16,666.67	0.00	83,333.35	58.3%
450 54920		UTILITY ADMIN COSTS					
	330,585.00	330,585.00	192,841.25	27,548.75	0.00	137,743.75	58.3%
450 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	664.90	81.77	0.00	835.10	44.3%
450 55200		OPERATING SUPPLIES					
	271,130.00	271,130.00	157,443.08	32,038.66	17,224.26	96,462.66	64.4%
450 55210		UNIFORMS					
	8,925.00	8,925.00	5,625.00	0.00	0.00	3,300.00	63.0%
450 55220		JANITORIAL SUPPLIES					
	2,500.00	2,500.00	397.44	28.80	0.00	2,102.56	15.9%
450 55230		GAS/OIL					
	38,000.00	38,000.00	17,796.45	2,821.60	0.00	20,203.55	46.8%
450 55240		CHEMICALS					
	128,000.00	128,000.00	79,595.94	12,565.99	0.00	48,404.06	62.2%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	3,942.08	0.00	0.00	4,057.92	49.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	317.89	6.25	0.00	1,582.11	16.7%
450 56300 23014		IMPROVEMENTS					
	50,000.00	120,000.00	0.00	0.00	119,340.00	660.00	99.5%
450 56300 23055		IMPROVEMENTS					
	398,811.00	398,811.00	0.00	0.00	374,046.24	24,764.76	93.8%
450 56300 24012		CIP LATERAL LINING					
	100,000.00	101,247.00	0.00	0.00	101,246.10	0.90	100.0%
450 56300 24027		FY24 GRAVITY RELINE WASTEWATER					
	200,000.00	198,753.00	101,619.15	0.00	95,397.70	1,736.15	99.1%
450 56300 24028		FY24 WASTEWATER PLANT AUTOMATI					
	50,000.00	50,000.00	38,637.00	0.00	0.00	11,363.00	77.3%
450 56300 24029		FY24 MANHOLES					
	55,000.00	100,558.00	100,262.40	0.00	0.00	295.60	99.7%
450 56300 24030		FY24 LIFT STATION UPGRADES					
	200,000.00	280,000.00	67,213.17	642.17	92,499.00	120,287.83	57.0%
450 56400		MACH/EQUIP					
	295,000.00	295,000.00	108,021.40	6,250.00	142,113.22	44,865.38	84.8%
450 56401		EQUIP-NON CAPITAL					
	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	.0%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	210,000.00	30,000.00	0.00	150,000.00	58.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	236,598.00	236,598.00	138,015.50	19,716.50	0.00	98,582.50	58.3%
450 59330		TRANSFER TO WW CAPITAL					
	500,000.00	500,000.00	291,666.65	41,666.67	0.00	208,333.35	58.3%
450 59460		TRANSFER TO WATER FUND					
	1,000,000.00	1,000,000.00	583,333.35	83,333.33	0.00	416,666.65	58.3%
450 59990		RESERVE					
	563,380.00	1,001,426.00	0.00	0.00	0.00	1,001,426.00	.0%
TOTAL WASTEWATER	0.00	0.00	-225,069.57	-88,625.84	1,093,868.21	-868,798.64	100.0%
TOTAL REVENUES	-7,796,738.00	-8,510,342.00	-3,942,086.12	-571,714.15	0.00	-4,568,255.88	
TOTAL EXPENSES	7,796,738.00	8,510,342.00	3,717,016.55	483,088.31	1,093,868.21	3,699,457.24	
GRAND TOTAL	0.00	0.00	-225,069.57	-88,625.84	1,093,868.21	-868,798.64	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
			LY \$2,617,604.89				
460 34346		WATER CHARGES					
	-4,841,570.00	-4,841,570.00	-2,781,184.62	-408,811.50	0.00	-2,060,385.38	57.4%
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-71,395.88	-4,520.84	0.00	17,835.88	133.3%
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-21,082.13	-2,352.09	0.00	-16,718.87	55.8%
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-42,136.25	-7,263.75	0.00	12,136.25	140.5%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-1,700.00	-650.00	0.00	-9,012.00	15.9%
460 36110		INTEREST					
	-79,745.00	-79,745.00	-48,996.72	-7,778.18	0.00	-30,748.28	61.4%
460 36120		UNREALIZED GAIN					
	0.00	0.00	-4,000.48	105.08	0.00	4,000.48	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-16,954.21	-1,412.51	0.00	-7,765.79	68.6%
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-8,775.00	0.00	0.00	8,775.00	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-12,272.75	-1,998.14	0.00	-4,049.25	75.2%
460 38145		FROM WASTEWATER					
	-1,000,000.00	-1,000,000.00	-583,333.35	-83,333.33	0.00	-416,666.65	58.3%
460 38910		CASH BALANCE FORWARD					
	-5,748,316.00	-6,666,467.00	0.00	0.00	0.00	-6,666,467.00	.0%
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200		SALARIES					
	950,939.00	950,939.00	476,290.54	74,581.11	0.00	474,648.46	50.1%
460 51400		OVERTIME					
	150,000.00	150,000.00	87,348.58	12,943.55	0.00	62,651.42	58.2%
460 52100		FICA					
	69,826.00	69,826.00	41,379.91	6,346.15	0.00	28,446.09	59.3%
460 52200		RETIREMENT					
	205,092.00	205,092.00	114,985.96	18,747.67	0.00	90,106.04	56.1%
460 52300		HEALTH INSUR					
	211,275.00	211,275.00	117,461.20	18,551.62	0.00	93,813.80	55.6%
460 52301		LIFE INSUR					
	3,679.00	3,679.00	1,990.21	325.72	0.00	1,688.79	54.1%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	8,448.40	1,206.92	0.00	6,034.60	58.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	18,382.00	18,382.00	10,722.85	1,531.83	0.00	7,659.15	58.3%
460 53100		PROFESSIONAL SERVICES					
	140,000.00	140,000.00	0.00	0.00	6,860.00	133,140.00	4.9%
460 53200		AUDITING					
	10,673.00	10,673.00	6,225.90	889.42	0.00	4,447.10	58.3%
460 53400		CONTRACTUAL					
	147,104.00	147,104.00	42,914.01	4,833.54	17,019.57	87,170.42	40.7%
460 54000		TRAINING/TRAVEL					
	41,058.00	41,058.00	10,779.95	1,067.50	0.00	30,278.05	26.3%
460 54100		COMM - PHONE/FAX/ALARM					
	2,896.00	2,896.00	1,151.25	125.90	0.00	1,744.75	39.8%
460 54101		COMMUNICATIONS-CELLULAR					
	10,000.00	10,000.00	4,668.10	707.44	0.00	5,331.90	46.7%
460 54103		COMMUNICATIONS-INTERNET					
	10,500.00	10,500.00	2,550.44	356.81	0.00	7,949.56	24.3%
460 54200		POSTAGE					
	1,825.00	1,825.00	57.22	0.00	0.00	1,767.78	3.1%
460 54300		UTILITIES ELECTRIC					
	220,000.00	220,000.00	111,526.52	17,150.49	0.00	108,473.48	50.7%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	528.15	65.32	0.00	471.85	52.8%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	71.98	0.00	0.00	5,928.02	1.2%
460 54440		LAND RENT					
	25,000.00	25,000.00	11,594.24	1,656.32	0.00	13,405.76	46.4%
460 54500		INSURANCE					
	54,717.00	54,717.00	31,918.25	4,559.75	0.00	22,798.75	58.3%
460 54610		R/M BLDG & GROUNDS					
	98,000.00	98,000.00	34,722.47	2,071.46	7,900.00	55,377.53	43.5%
460 54611		R/M FACILITIES					
	18,500.00	18,500.00	552.93	120.60	0.00	17,947.07	3.0%
460 54620		R/M EQUIPMENT					
	114,000.00	114,000.00	23,868.42	3,808.72	0.00	90,131.58	20.9%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	7,292.50	3,137.50	0.00	4,707.50	60.8%
460 54640		R/M VEHICLES-PARTS					
	25,000.00	25,000.00	9,091.02	1,841.87	0.00	15,908.98	36.4%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	500.00	0.00	0.00	9,500.00	5.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	116,666.65	16,666.67	0.00	83,333.35	58.3%
460 54920		UTILITY ADMIN COSTS					
	330,585.00	330,585.00	192,841.25	27,548.75	0.00	137,743.75	58.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	2,500.00	2,500.00	941.04	189.47	0.00	1,558.96	37.6%
460 55200		OPERATING SUPPLIES					
	277,430.00	277,430.00	201,262.48	36,470.71	23,264.80	52,902.72	80.9%
460 55210		UNIFORMS					
	10,875.00	10,875.00	6,075.00	0.00	0.00	4,800.00	55.9%
460 55220		JANITORIAL SUPPLIES					
	3,000.00	3,000.00	2,449.93	366.60	0.00	550.07	81.7%
460 55230		GAS/OIL					
	50,000.00	50,000.00	28,454.35	4,788.98	0.00	21,545.65	56.9%
460 55240		CHEMICALS					
	76,000.00	76,000.00	22,500.00	0.00	0.00	53,500.00	29.6%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	3,942.08	0.00	0.00	4,057.92	49.3%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	586.64	0.00	0.00	5,553.36	9.6%
460 56300 22003		IMPROVEMENTS					
	0.00	95,600.00	0.00	0.00	95,600.00	0.00	100.0%
460 56300 23021		IMPROVEMENTS					
	0.00	205,000.00	204,443.73	204,443.73	0.00	556.27	99.7%
460 56300 24031		WP #3 GENERATOR REPLACEMT					
	250,000.00	224,036.00	0.00	0.00	204,442.53	19,593.47	91.3%
460 56300 24032		WP1 ROOF PH2					
	150,000.00	150,000.00	0.00	0.00	131,060.50	18,939.50	87.4%
460 56300 24033		FY24 WATER METERS					
	875,000.00	936,725.00	936,062.65	0.00	0.00	662.35	99.9%
460 56300 24034		FY24 WP AUTOMATION					
	100,000.00	64,239.00	32,699.00	32,699.00	30,608.00	932.00	98.5%
460 56400		MACH/EQUIP					
	120,000.00	120,000.00	100,572.19	14,053.10	15,985.67	3,442.14	97.1%
460 56401		EQUIP-NON CAPITAL					
	17,500.00	17,500.00	1,951.65	0.00	0.00	15,548.35	11.2%
460 59100		TRANSFER TO GENERAL FUND					
	120,000.00	120,000.00	70,000.00	10,000.00	0.00	50,000.00	58.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,991,895.00	1,991,895.00	1,161,938.75	165,991.25	0.00	829,956.25	58.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,681,872.00	5,299,423.00	0.00	0.00	0.00	5,299,423.00	.0%
TOTAL WATER	0.00	0.00	650,197.00	171,830.21	532,741.07	-1,182,938.07	100.0%
TOTAL REVENUES	-12,042,746.00	-12,960,897.00	-3,591,831.39	-518,015.26	0.00	-9,369,065.61	
TOTAL EXPENSES	12,042,746.00	12,960,897.00	4,242,028.39	689,845.47	532,741.07	8,186,127.54	



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	0.00	650,197.00	171,830.21	532,741.07	-1,182,938.07	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
			LY \$541,071.77				
470 33400		STATE GRANT					
	-775,625.00	-775,625.00	-27,422.29	0.00	0.00	-748,202.71	3.5%
470 34347		WATER DRAINAGE FEES					
	-970,000.00	-970,000.00	-585,272.40	-83,814.13	0.00	-384,727.60	60.3%
470 36990		OTHER REVENUE					
	0.00	0.00	-7,380.16	-3,401.72	0.00	7,380.16	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,051.00	0.00	0.00	5,051.00	100.0%
470 38910		CASH BALANCE FORWARD					
	180,568.00	180,568.00	0.00	0.00	0.00	180,568.00	.0%
470 51200		SALARIES					
	260,456.00	260,456.00	110,394.56	-6,009.93	0.00	150,061.44	42.4%
470 51400		OVERTIME					
	25,000.00	25,000.00	1,765.45	-150.67	0.00	23,234.55	7.1%
470 52100		FICA					
	20,007.00	20,007.00	8,723.95	-514.50	0.00	11,283.05	43.6%
470 52200		RETIREMENT					
	56,144.00	56,144.00	24,488.72	-1,338.41	0.00	31,655.28	43.6%
470 52300		HEALTH INSUR					
	40,413.00	40,413.00	21,203.67	-1,859.63	0.00	19,209.33	52.5%
470 52301		LIFE INSUR					
	831.00	831.00	471.82	-12.48	0.00	359.18	56.8%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,279.85	182.83	0.00	914.15	58.3%
470 52400		WORKERS' COMP					
	7,612.00	7,612.00	4,440.35	634.33	0.00	3,171.65	58.3%
470 53100		PROFESSIONAL SERVICES					
	95,000.00	81,721.00	375.00	0.00	1,325.00	80,021.00	2.1%
470 53200		AUDITING					
	6,568.00	6,568.00	3,831.35	547.33	0.00	2,736.65	58.3%
470 53400		CONTRACTUAL					
	65,234.00	65,234.00	20,926.00	5,255.99	653.71	43,654.29	33.1%
470 54000		TRAINING/TRAVEL					
	15,618.00	15,618.00	239.00	0.00	0.00	15,379.00	1.5%
470 54100		COMM - PHONE/FAX/ALARM					
	264.00	264.00	264.00	0.00	0.00	0.00	100.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,525.00	2,525.00	1,515.07	266.78	0.00	1,009.93	60.0%
470 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	754.51	92.04	0.00	1,099.49	40.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	2,103.87	259.24	0.00	1,496.13	58.4%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	338.95	61.95	0.00	661.05	33.9%
470 54400		RENTALS/LEASES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 54500		INSURANCE					
	16,346.00	16,346.00	9,535.15	1,362.17	0.00	6,810.85	58.3%
470 54610		R/M BLDG & GROUNDS					
	51,500.00	51,500.00	0.00	0.00	0.00	51,500.00	.0%
470 54611		R/M FACILITIES					
	12,500.00	12,500.00	8,073.43	46.00	0.00	4,426.57	64.6%
470 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	323.68	0.00	0.00	7,176.32	4.3%
470 54630		R/M VEHICLES-LABOR					
	7,500.00	7,500.00	3,707.50	325.00	0.00	3,792.50	49.4%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	4,062.08	141.12	0.00	7,937.92	33.9%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	20,416.65	2,916.67	0.00	14,583.35	58.3%
470 54920		UTILITY ADMIN COSTS					
	220,390.00	220,390.00	128,560.85	18,365.83	0.00	91,829.15	58.3%
470 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	465.05	0.00	0.00	534.95	46.5%
470 55200		OPERATING SUPPLIES					
	168,380.00	168,380.00	41,833.69	5,014.18	37,848.93	88,697.38	47.3%
470 55210		UNIFORMS					
	3,050.00	3,050.00	2,250.00	-100.00	0.00	800.00	73.8%
470 55220		JANITORIAL SUPPLIES					
	1,000.00	1,000.00	227.18	0.00	0.00	772.82	22.7%
470 55230		GAS/OIL					
	12,000.00	12,000.00	6,668.35	1,385.00	0.00	5,331.65	55.6%
470 55300		ROAD MATERIALS					
	8,000.00	8,000.00	3,942.09	0.00	0.00	4,057.91	49.3%
470 55400		BOOKS/SUBS/DUES					
	1,285.00	1,285.00	506.25	6.25	0.00	778.75	39.4%
470 56300 18002		IMPROVEMENTS					
	120,000.00	120,000.00	17,302.46	0.00	10,394.07	92,303.47	23.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56300 22013		IMPROVEMENTS					
	500,000.00	500,000.00	37,823.85	0.00	28,629.57	433,546.58	13.3%
470 56300 22014		IMPROVEMENTS					
	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
470 56300 24035		A-4 Beech St -18 to Citrona					
	55,486.00	55,486.00	0.00	0.00	0.00	55,486.00	.0%
470 56300 24036		FY24 CIP LINING OF STORMWATER					
	150,000.00	163,279.00	156,207.10	0.00	0.00	7,071.90	95.7%
470 56300 24037		CENTRE STREET DRAINAGE					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
470 56300 24038		1ST AVE DRAINAGE PH1					
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
470 56400		MACH/EQUIP					
	37,000.00	37,000.00	35,185.52	2,855.02	0.00	1,814.48	95.1%
470 57100		PRINCIPAL					
	107,829.00	107,829.00	107,828.44	0.00	0.00	0.56	100.0%
470 57200		INTEREST					
	8,745.00	8,745.00	8,743.68	0.00	0.00	1.32	100.0%
470 59990		RESERVE					
	-1,167,824.00	-1,167,824.00	0.00	0.00	0.00	-1,167,824.00	.0%
TOTAL STORMWATER	0.00	0.00	171,653.27	-57,483.74	78,851.28	-250,504.55	100.0%
TOTAL REVENUES							
	-1,565,057.00	-1,565,057.00	-625,125.85	-87,215.85	0.00	-939,931.15	
TOTAL EXPENSES							
	1,565,057.00	1,565,057.00	796,779.12	29,732.11	78,851.28	689,426.60	
GRAND TOTAL	0.00	0.00	171,653.27	-57,483.74	78,851.28	-250,504.55	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33410		FL INLAND NAVIGATION REVENUE					
	-326,000.00	-326,000.00	-326,000.00	0.00	0.00	0.00	100.0%
480 34750		SLIP RENTALS - PERMANENT					
	-424,425.00	-424,425.00	-253,770.92	-36,456.75	0.00	-170,654.08	59.8%
480 34755		SLIP RENTALS - TRANSIENT					
	-1,068,250.00	-1,068,250.00	-706,991.55	-138,056.40	0.00	-361,258.45	66.2%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-20,000.00	-20,000.00	-7,066.61	-523.92	0.00	-12,933.39	35.3%
480 34759		DOCK STORE RENT					
	-7,000.00	-7,000.00	-3,624.96	-515.06	0.00	-3,375.04	51.8%
480 34760		BUSINESS RENTALS					
	-28,656.00	-28,656.00	-16,725.31	-2,389.33	0.00	-11,930.69	58.4%
480 34762		MOORINGS-TAXABLE					
	-55,000.00	-55,000.00	-30,155.22	-5,295.33	0.00	-24,844.78	54.8%
480 34767		SERVICES-TAXABLE					
	-6,010.00	-6,010.00	-1,118.42	-247.51	0.00	-4,891.58	18.6%
480 34770		FUEL-DIESEL					
	-1,500,000.00	-1,500,000.00	-849,515.28	-88,367.17	0.00	-650,484.72	56.6%
480 34771		FUEL-GAS					
	-426,000.00	-426,000.00	-31,652.60	-31,652.60	0.00	-394,347.40	7.4%
480 34775		FUEL-DISCOUNTS DIESEL					
	13,200.00	13,200.00	11,597.00	836.76	0.00	1,603.00	87.9%
480 34776		FUEL-DISCOUNTS GAS					
	6,000.00	6,000.00	156.43	156.43	0.00	5,843.57	2.6%
480 36110		INTEREST					
	0.00	0.00	-7,332.64	-781.51	0.00	7,332.64	100.0%
480 36215		NON-TAXABLE RENT					
	-5,556.00	-5,556.00	-1,614.03	-56.25	0.00	-3,941.97	29.1%
480 36990		OTHER REVENUE					
	-672.00	-672.00	-5,871.97	-1,120.17	0.00	5,199.97	873.8%
480 38101		FROM GENERAL FUND					
	-686,660.00	-686,660.00	-400,551.65	-57,221.67	0.00	-286,108.35	58.3%
480 38910		CASH BALANCE FORWARD					
	-786,066.00	-786,066.00	0.00	0.00	0.00	-786,066.00	.0%
480 53100		PROFESSIONAL SERVICES					
	37,600.00	37,600.00	16,533.00	2,412.00	0.00	21,067.00	44.0%
480 53200		AUDITING					
	7,371.00	7,371.00	4,299.75	614.25	0.00	3,071.25	58.3%
480 53400		CONTRACTUAL					
	577,667.00	577,667.00	316,210.73	55,599.17	0.00	261,456.27	54.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 54000		TRAINING/TRAVEL					
	1,960.00	1,960.00	124.75	463.96	0.00	1,835.25	6.4%
480 54100		COMM - PHONE/FAX/ALARM					
	4,296.00	4,296.00	2,489.97	152.93	0.00	1,806.03	58.0%
480 54103		COMMUNICATIONS-INTERNET					
	13,980.00	13,980.00	1,975.29	302.82	0.00	12,004.71	14.1%
480 54200		POSTAGE					
	120.00	120.00	34.97	20.75	0.00	85.03	29.1%
480 54300		UTILITIES ELECTRIC					
	10,000.00	10,000.00	2,970.02	473.11	0.00	7,029.98	29.7%
480 54310		UTILITIES-WATER & WASTEWATER					
	17,640.00	17,640.00	9,780.42	1,775.83	0.00	7,859.58	55.4%
480 54500		INSURANCE					
	596,112.00	596,112.00	332,129.54	50,771.74	0.00	263,982.46	55.7%
480 54610		R/M BLDG & GROUNDS					
	27,000.00	27,000.00	26,850.12	2,578.00	44.00	105.88	99.6%
480 54611		R/M FACILITIES					
	15,000.00	15,000.00	8,897.40	666.21	0.00	6,102.60	59.3%
480 54620		R/M EQUIPMENT					
	19,300.00	108,600.00	31,039.41	3,665.97	70,560.38	7,000.21	93.6%
480 54630		R/M VEHICLES-LABOR					
	500.00	500.00	300.00	300.00	0.00	200.00	60.0%
480 54640		R/M VEHICLES-PARTS					
	1,000.00	1,000.00	5.00	5.00	0.00	995.00	.5%
480 54675		R/M MOORING FIELD					
	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	.0%
480 54800		PROMOTIONAL					
	62,100.00	62,100.00	24,934.19	4,657.52	0.00	37,165.81	40.2%
480 55100		OFFICE SUPPLIES					
	3,750.00	3,750.00	2,516.18	1,020.29	0.00	1,233.82	67.1%
480 55200		OPERATING SUPPLIES					
	218,750.00	218,750.00	93,553.21	13,241.25	0.00	125,196.79	42.8%
480 55210		UNIFORMS					
	4,200.00	4,200.00	1,459.36	0.00	0.00	2,740.64	34.7%
480 55220		JANITORIAL SUPPLIES					
	4,800.00	4,800.00	886.96	0.00	0.00	3,913.04	18.5%
480 55400		BOOKS/SUBS/DUES					
	0.00	0.00	808.14	141.48	0.00	-808.14	100.0%
480 55510		FUEL FOR RESALE					
	1,361,000.00	1,197,000.00	571,351.76	79,073.54	0.00	625,648.24	47.7%
480 56200 23034		BUILDING					
	6,000.00	6,000.00	0.00	0.00	10,163.00	-4,163.00	169.4%
480 56300 24039		MARINA BOARDWALK					
	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56328 24001		FY24 DREDGING-MARINA					
	500,000.00	920,000.00	906,500.00	0.00	9,000.00	4,500.00	99.5%
480 56400		MACH/EQUIP					
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
480 57100		PRINCIPAL					
	603,685.00	603,685.00	79,144.73	11,306.39	0.00	524,540.27	13.1%
480 57200		INTEREST					
	82,975.00	82,975.00	42,864.68	1,410.11	0.00	40,110.32	51.7%
480 59990		RESERVE					
	932,289.00	586,989.00	0.00	0.00	0.00	586,989.00	.0%
TOTAL MARINA	0.00	0.00	-152,578.15	-131,038.16	89,767.38	62,810.77	100.0%
TOTAL REVENUES	-5,321,095.00	-5,321,095.00	-2,630,237.73	-361,690.48	0.00	-2,690,857.27	
TOTAL EXPENSES	5,321,095.00	5,321,095.00	2,477,659.58	230,652.32	89,767.38	2,753,668.04	
GRAND TOTAL	0.00	0.00	-152,578.15	-131,038.16	89,767.38	62,810.77	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110	INTEREST						
	0.00	0.00	-113.79	0.00	0.00	113.79	100.0%
510 36990	OTHER REVENUE						
	-4,500.00	-4,500.00	-1,401.00	-105.00	0.00	-3,099.00	31.1%
510 36992	GAIN ON SALE OF ASSET						
	-75,000.00	-75,000.00	-18,541.06	0.00	0.00	-56,458.94	24.7%
510 38040	PARTS						
	0.00	0.00	-583.27	-173.52	0.00	583.27	100.0%
510 38045	LABOR						
	0.00	0.00	-762.50	-200.00	0.00	762.50	100.0%
510 38053	GAS/OIL						
	-532,100.00	-532,100.00	-245,361.06	-41,197.39	0.00	-286,738.94	46.1%
510 38910	CASH BALANCE FORWARD						
	-62,128.00	-62,128.00	0.00	0.00	0.00	-62,128.00	.0%
TOTAL FLEET							
	-673,728.00	-673,728.00	-266,762.68	-41,675.91	0.00	-406,965.32	39.6%
TOTAL REVENUES							
	-673,728.00	-673,728.00	-266,762.68	-41,675.91	0.00	-406,965.32	
5101000 GENERAL FUND							
5101000 38040	PARTS						
	-257,100.00	-257,100.00	-124,310.89	-17,437.81	0.00	-132,789.11	48.4%
5101000 38045	LABOR						
	-208,350.00	-208,350.00	-121,537.55	-17,362.49	0.00	-86,812.45	58.3%
TOTAL GENERAL FUND							
	-465,450.00	-465,450.00	-245,848.44	-34,800.30	0.00	-219,601.56	52.8%
TOTAL REVENUES							
	-465,450.00	-465,450.00	-245,848.44	-34,800.30	0.00	-219,601.56	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040	PARTS						
	0.00	0.00	-284.50	0.00	0.00	284.50	100.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

5102400 FLEET BUILDING/PERMITTING		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING		0.00	0.00	-284.50	0.00	0.00	284.50	100.0%
TOTAL REVENUES		0.00	0.00	-284.50	0.00	0.00	284.50	
5102401 FLEET BUILDING/PERMITTING								
5102401 38040	PARTS	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
5102401 38045	LABOR	-1,000.00	-1,000.00	-307.50	0.00	0.00	-692.50	30.8%
TOTAL FLEET BUILDING/PERMITTING		-2,500.00	-2,500.00	-307.50	0.00	0.00	-2,192.50	12.3%
TOTAL REVENUES		-2,500.00	-2,500.00	-307.50	0.00	0.00	-2,192.50	
5104100 GOLF COURSE								
5104100 38040	PARTS	-2,500.00	-2,500.00	-456.44	0.00	0.00	-2,043.56	18.3%
5104100 38045	LABOR	-1,000.00	-1,000.00	-75.00	0.00	0.00	-925.00	7.5%
TOTAL GOLF COURSE		-3,500.00	-3,500.00	-531.44	0.00	0.00	-2,968.56	15.2%
TOTAL REVENUES		-3,500.00	-3,500.00	-531.44	0.00	0.00	-2,968.56	
5104200 AIRPORT								
5104200 38040	PARTS	-8,000.00	-8,000.00	-2,036.89	-27.64	0.00	-5,963.11	25.5%
5104200 38045	LABOR	-6,000.00	-6,000.00	-1,980.00	-75.00	0.00	-4,020.00	33.0%
TOTAL AIRPORT		-14,000.00	-14,000.00	-4,016.89	-102.64	0.00	-9,983.11	28.7%
TOTAL REVENUES		-14,000.00	-14,000.00	-4,016.89	-102.64	0.00	-9,983.11	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

5104400 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104400 SANITATION							
5104400 38040	PARTS						
-17,000.00		-17,000.00	-8,707.76	-932.36	0.00	-8,292.24	51.2%
5104400 38045	LABOR						
-10,000.00		-10,000.00	-3,850.00	-1,225.00	0.00	-6,150.00	38.5%
TOTAL SANITATION							
-27,000.00		-27,000.00	-12,557.76	-2,157.36	0.00	-14,442.24	46.5%
TOTAL REVENUES							
-27,000.00		-27,000.00	-12,557.76	-2,157.36	0.00	-14,442.24	
5104500 WASTEWATER							
5104500 38040	PARTS						
-33,000.00		-33,000.00	-38,170.22	-10,801.52	0.00	5,170.22	115.7%
5104500 38045	LABOR						
-20,000.00		-20,000.00	-9,066.25	-2,612.50	0.00	-10,933.75	45.3%
TOTAL WASTEWATER							
-53,000.00		-53,000.00	-47,236.47	-13,414.02	0.00	-5,763.53	89.1%
TOTAL REVENUES							
-53,000.00		-53,000.00	-47,236.47	-13,414.02	0.00	-5,763.53	
5104600 WATER							
5104600 38040	PARTS						
-25,000.00		-25,000.00	-9,091.02	-1,841.87	0.00	-15,908.98	36.4%
5104600 38045	LABOR						
-12,000.00		-12,000.00	-7,292.50	-3,137.50	0.00	-4,707.50	60.8%
TOTAL WATER							
-37,000.00		-37,000.00	-16,383.52	-4,979.37	0.00	-20,616.48	44.3%
TOTAL REVENUES							
-37,000.00		-37,000.00	-16,383.52	-4,979.37	0.00	-20,616.48	
5104700 STORMWATER							
5104700 38040	PARTS						
-12,000.00		-12,000.00	-4,062.08	-141.12	0.00	-7,937.92	33.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	-7,500.00	LABOR -7,500.00	-3,707.50	-325.00	0.00	-3,792.50	49.4%
TOTAL STORMWATER	-19,500.00	-19,500.00	-7,769.58	-466.12	0.00	-11,730.42	39.8%
TOTAL REVENUES	-19,500.00	-19,500.00	-7,769.58	-466.12	0.00	-11,730.42	
5104800 MARINA							
5104800 38040	-1,000.00	PARTS -1,000.00	-5.00	-5.00	0.00	-995.00	.5%
5104800 38045	-500.00	LABOR -500.00	-300.00	-300.00	0.00	-200.00	60.0%
TOTAL MARINA	-1,500.00	-1,500.00	-305.00	-305.00	0.00	-1,195.00	20.3%
TOTAL REVENUES	-1,500.00	-1,500.00	-305.00	-305.00	0.00	-1,195.00	
GRAND TOTAL	-1,297,178.00	-1,297,178.00	-602,003.78	-97,900.72	0.00	-695,174.22	46.4%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200	218,900.00	218,900.00	106,114.44	17,590.10	0.00	112,785.56	48.5%
510 51400	12,000.00	12,000.00	5,369.77	1,128.71	0.00	6,630.23	44.7%
510 52100	16,704.00	16,704.00	8,521.94	1,419.97	0.00	8,182.06	51.0%
510 52200	47,083.00	47,083.00	23,737.37	4,009.57	0.00	23,345.63	50.4%
510 52300	35,308.00	35,308.00	15,973.71	2,958.14	0.00	19,334.29	45.2%
510 52301	799.00	799.00	427.09	67.20	0.00	371.91	53.5%
510 52400	3,003.00	3,003.00	1,751.75	250.25	0.00	1,251.25	58.3%
510 53200	2,463.00	2,463.00	1,436.75	205.25	0.00	1,026.25	58.3%
510 53400	25,534.00	25,534.00	17,208.01	708.67	0.00	8,325.99	67.4%
510 54000	3,250.00	3,250.00	1,234.00	450.00	0.00	2,016.00	38.0%
510 54100	264.00	264.00	264.00	0.00	0.00	0.00	100.0%
510 54101	650.00	650.00	175.00	25.00	0.00	475.00	26.9%
510 54103	1,854.00	1,854.00	672.48	112.08	0.00	1,181.52	36.3%
510 54300	3,900.00	3,900.00	2,903.63	785.03	0.00	996.37	74.5%
510 54310	2,400.00	2,400.00	1,230.42	210.46	0.00	1,169.58	51.3%
510 54500	26,275.00	26,275.00	15,327.10	2,189.58	0.00	10,947.90	58.3%
510 54610	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 54611	14,736.00	14,736.00	5,161.26	40.56	0.00	9,574.74	35.0%
510 54620	10,500.00	10,500.00	2,809.02	2,179.80	0.00	7,690.98	26.8%
510 54630	2,000.00	2,000.00	762.50	200.00	0.00	1,237.50	38.1%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	4,000.00	4,000.00	2,233.79	460.96	0.00	1,766.21	55.8%
510 55100		OFFICE SUPPLIES					
	250.00	250.00	17.80	0.00	0.00	232.20	7.1%
510 55200		OPERATING SUPPLIES					
	11,630.00	10,630.00	6,228.70	562.88	199.69	4,201.61	60.5%
510 55210		UNIFORMS					
	2,175.00	2,175.00	900.00	0.00	0.00	1,275.00	41.4%
510 55230		GAS/OIL					
	6,500.00	6,500.00	3,360.18	728.81	0.00	3,139.82	51.7%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 56300 24040		GARAGE APRONS					
	10,000.00	3,686.00	0.00	0.00	0.00	3,686.00	.0%
510 56400		MACH/EQUIP					
	55,000.00	62,114.00	62,113.01	0.00	0.00	0.99	100.0%
510 56401		EQUIP-NON CAPITAL					
	4,000.00	4,200.00	4,200.00	0.00	0.00	0.00	100.0%
510 58600		GAS/OIL COSTS					
	455,000.00	455,000.00	197,347.38	33,475.21	0.00	257,652.62	43.4%
510 58700		VEHICLE PARTS/SRVCS COSTS					
	320,000.00	320,000.00	175,815.93	27,684.90	6,716.13	137,467.94	57.0%
TOTAL FLEET							
	1,297,178.00	1,297,178.00	663,297.03	97,443.13	6,915.82	626,965.15	51.7%
TOTAL EXPENSES							
	1,297,178.00	1,297,178.00	663,297.03	97,443.13	6,915.82	626,965.15	
GRAND TOTAL							
	1,297,178.00	1,297,178.00	663,297.03	97,443.13	6,915.82	626,965.15	51.7%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-12,574.91	-1,770.00	0.00	-19,425.09	39.3%
520 36110		INTEREST					
	0.00	0.00	-1,376.03	-194.39	0.00	1,376.03	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-15.03	0.00	0.00	15.03	100.0%
520 38910		CASH BALANCE FORWARD					
	-257,623.00	-257,623.00	0.00	0.00	0.00	-257,623.00	.0%
TOTAL UTILITY BILLING	-289,623.00	-289,623.00	-13,965.97	-1,964.39	0.00	-275,657.03	4.8%
TOTAL REVENUES	-289,623.00	-289,623.00	-13,965.97	-1,964.39	0.00	-275,657.03	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-4,258.35	-608.33	0.00	-3,041.65	58.3%
TOTAL AIRPORT	-7,300.00	-7,300.00	-4,258.35	-608.33	0.00	-3,041.65	58.3%
TOTAL REVENUES	-7,300.00	-7,300.00	-4,258.35	-608.33	0.00	-3,041.65	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-53,666.65	-7,666.67	0.00	-38,333.35	58.3%
TOTAL SANITATION	-92,000.00	-92,000.00	-53,666.65	-7,666.67	0.00	-38,333.35	58.3%
TOTAL REVENUES	-92,000.00	-92,000.00	-53,666.65	-7,666.67	0.00	-38,333.35	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-200,000.00	-200,000.00	-116,666.65	-16,666.67	0.00	-83,333.35	58.3%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER							
-200,000.00	-200,000.00	-116,666.65	-16,666.67		0.00	-83,333.35	58.3%
TOTAL REVENUES							
-200,000.00	-200,000.00	-116,666.65	-16,666.67		0.00	-83,333.35	
5204600 WATER							
5204600 38052	CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-116,666.65	-16,666.67		0.00	-83,333.35	58.3%
TOTAL WATER							
-200,000.00	-200,000.00	-116,666.65	-16,666.67		0.00	-83,333.35	58.3%
TOTAL REVENUES							
-200,000.00	-200,000.00	-116,666.65	-16,666.67		0.00	-83,333.35	
5204700 STORMWATER							
5204700 38052	CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-20,416.65	-2,916.67		0.00	-14,583.35	58.3%
TOTAL STORMWATER							
-35,000.00	-35,000.00	-20,416.65	-2,916.67		0.00	-14,583.35	58.3%
TOTAL REVENUES							
-35,000.00	-35,000.00	-20,416.65	-2,916.67		0.00	-14,583.35	
GRAND TOTAL							
-823,923.00	-823,923.00	-325,640.92	-46,489.40		0.00	-498,282.08	39.5%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	322,458.00	322,458.00	173,643.90	24,805.56	0.00	148,814.10	53.9%
520 51400		OVERTIME					
	2,000.00	2,000.00	791.33	119.45	0.00	1,208.67	39.6%
520 52100		FICA					
	24,207.00	24,207.00	13,078.49	1,861.11	0.00	11,128.51	54.0%
520 52200		RETIREMENT					
	69,156.00	69,156.00	37,428.34	5,338.94	0.00	31,727.66	54.1%
520 52300		HEALTH INSUR					
	65,239.00	65,239.00	37,953.78	5,423.42	0.00	27,285.22	58.2%
520 52301		LIFE INSUR					
	1,139.00	1,139.00	695.73	99.03	0.00	443.27	61.1%
520 52400		WORKERS' COMP					
	338.00	338.00	197.15	28.17	0.00	140.85	58.3%
520 53400		CONTRACTUAL					
	58,892.00	58,892.00	36,912.37	1,814.31	0.00	21,979.63	62.7%
520 54000		TRAINING/TRAVEL					
	3,575.00	3,575.00	579.05	80.31	0.00	2,995.95	16.2%
520 54100		COMM - PHONE/FAX/ALARM					
	1,392.00	1,392.00	1,085.10	48.86	0.00	306.90	78.0%
520 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	672.48	112.08	0.00	1,181.52	36.3%
520 54200		POSTAGE					
	54,000.00	54,000.00	27,697.77	2,753.43	0.00	26,302.23	51.3%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,611.04	508.53	0.00	2,063.96	43.8%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	470.44	0.00	0.00	629.56	42.8%
520 54500		INSURANCE					
	9,439.00	9,439.00	5,506.10	786.58	0.00	3,932.90	58.3%
520 54610		R/M BLDG & GROUNDS					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611		R/M FACILITIES					
	7,500.00	7,500.00	4,187.30	260.58	0.00	3,312.70	55.8%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	8,490.00	8,490.00	0.00	0.00	0.00	8,490.00	.0%
520 54902		BAD DEBT EXPENSE					
	2,000.00	2,000.00	2,057.94	220.48	0.00	-57.94	102.9%



**City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT**

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55100		OFFICE SUPPLIES					
	4,115.00	4,115.00	559.54	54.31	0.00	3,555.46	13.6%
520 55200		OPERATING SUPPLIES					
	7,230.00	7,230.00	2,697.32	40.50	0.00	4,532.68	37.3%
520 55210		UNIFORMS					
	1,200.00	1,200.00	400.00	0.00	0.00	800.00	33.3%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	127.84	14.47	0.00	557.16	18.7%
520 59990		RESERVE					
	172,789.00	172,789.00	0.00	0.00	0.00	172,789.00	.0%
TOTAL UTILITY BILLING							
	823,923.00	823,923.00	348,353.01	44,370.12	0.00	475,569.99	42.3%
TOTAL EXPENSES							
	823,923.00	823,923.00	348,353.01	44,370.12	0.00	475,569.99	
GRAND TOTAL							
	823,923.00	823,923.00	348,353.01	44,370.12	0.00	475,569.99	42.3%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110		INTEREST					
	-1,000.00	-1,000.00	-533.29	-110.97	0.00	-466.71	53.3%
530 38910		CASH BALANCE FORWARD					
	-43,083.00	-43,083.00	0.00	0.00	0.00	-43,083.00	.0%
TOTAL UTILITY ADMIN	-44,083.00	-44,083.00	-533.29	-110.97	0.00	-43,549.71	1.2%
TOTAL REVENUES	-44,083.00	-44,083.00	-533.29	-110.97	0.00	-43,549.71	
5304500 WASTE WATER							
5304500 38054		CHARGES FOR UTIL ADM					
	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	58.3%
TOTAL WASTE WATER	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	58.3%
TOTAL REVENUES	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	
5304600 WATER							
5304600 38054		CHARGES FOR UTIL ADM					
	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	58.3%
TOTAL WATER	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	58.3%
TOTAL REVENUES	-330,585.00	-330,585.00	-192,841.25	-27,548.75	0.00	-137,743.75	
5304700 STORMWATER							
5304700 38054		CHARGES FOR UTIL ADM					
	-220,390.00	-220,390.00	-128,560.85	-18,365.83	0.00	-91,829.15	58.3%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

5304700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL STORMWATER	-220,390.00	-220,390.00	-128,560.85	-18,365.83	0.00	-91,829.15	58.3%
TOTAL REVENUES	-220,390.00	-220,390.00	-128,560.85	-18,365.83	0.00	-91,829.15	
GRAND TOTAL	-925,643.00	-925,643.00	-514,776.64	-73,574.30	0.00	-410,866.36	55.6%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	511,507.00	511,507.00	232,117.84	51,237.24	0.00	279,389.16	45.4%
530 51400		OVERTIME					
	3,000.00	3,000.00	7,279.42	1,776.83	0.00	-4,279.42	242.6%
530 52100		FICA					
	36,934.00	36,934.00	17,153.09	3,871.87	0.00	19,780.91	46.4%
530 52200		RETIREMENT					
	109,759.00	109,759.00	51,464.19	11,374.45	0.00	58,294.81	46.9%
530 52300		HEALTH INSUR					
	117,869.00	117,869.00	50,136.29	11,874.09	0.00	67,732.71	42.5%
530 52301		LIFE INSUR					
	2,079.00	2,079.00	960.16	208.77	0.00	1,118.84	46.2%
530 52400		WORKERS' COMP					
	6,439.00	6,439.00	3,756.10	536.58	0.00	2,682.90	58.3%
530 53400		CONTRACTUAL					
	34,844.00	34,844.00	29,380.94	773.13	195.00	5,268.06	84.9%
530 54000		TRAINING/TRAVEL					
	14,000.00	14,000.00	3,710.68	551.00	0.00	10,289.32	26.5%
530 54100		COMM - PHONE/FAX/ALARM					
	960.00	960.00	806.55	24.43	0.00	153.45	84.0%
530 54101		COMMUNICATIONS-CELLULAR					
	3,000.00	3,000.00	628.05	190.38	0.00	2,371.95	20.9%
530 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	687.46	114.07	0.00	1,166.54	37.1%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	2,036.86	508.52	0.00	963.14	67.9%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	470.43	0.00	0.00	329.57	58.8%
530 54500		INSURANCE					
	10,283.00	10,283.00	5,998.40	856.92	0.00	4,284.60	58.3%
530 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
530 54611		R/M FACILITIES					
	7,500.00	7,500.00	4,323.25	260.58	0.00	3,176.75	57.6%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	1,203.13	148.93	0.00	2,796.87	30.1%
530 55200		OPERATING SUPPLIES					
	4,030.00	4,030.00	812.65	14.99	0.00	3,217.35	20.2%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55210		UNIFORMS					
	2,700.00	2,700.00	1,000.00	100.00	0.00	1,700.00	37.0%
530 55220		JANITORIAL SUPPLIES					
	2,000.00	2,000.00	149.32	14.47	0.00	1,850.68	7.5%
530 55400		BOOKS/SUBS/DUES					
	3,000.00	3,000.00	746.00	480.00	0.00	2,254.00	24.9%
530 59990		RESERVE					
	44,085.00	44,085.00	0.00	0.00	0.00	44,085.00	.0%
TOTAL UTILITY ADMIN	925,643.00	925,643.00	414,820.81	84,917.25	195.00	510,627.19	44.8%
TOTAL EXPENSES	925,643.00	925,643.00	414,820.81	84,917.25	195.00	510,627.19	
GRAND TOTAL	925,643.00	925,643.00	414,820.81	84,917.25	195.00	510,627.19	44.8%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-375,000.00	-375,000.00	-357,344.96	-72,251.63	0.00	-17,655.04	95.3%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	273,118.68	85,406.49	0.00	-328,118.68	-496.6%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-47,425.67	-27,103.30	0.00	-12,574.33	79.0%
610 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-123,607.89	38,925.68	0.00	-376,392.11	24.7%
610 36840		CONTRIBUTIONS FROM CITY					
	-2,116,754.00	-2,116,754.00	-1,016,198.47	-156,763.82	0.00	-1,100,555.53	48.0%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-642,339.00	-642,339.00	-308,941.01	-48,090.55	0.00	-333,397.99	48.1%
610 36990		OTHER REVENUE					
	0.00	0.00	-8,795.34	-1,033.83	0.00	8,795.34	100.0%
610 38910		CASH BALANCE FORWARD					
	-25,274,554.00	-25,274,554.00	0.00	0.00	0.00	-25,274,554.00	.0%
610 53400		CONTRACTUAL					
	117,435.00	117,435.00	101,474.31	0.00	0.00	15,960.69	86.4%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	26,400.00	26,400.00	14,278.85	7,049.32	0.00	12,121.15	54.1%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	19,222.23	0.00	0.00	16,542.77	53.7%
610 53600		RETIREE BENEFITS					
	1,921,652.00	1,921,652.00	856,709.31	142,610.33	0.00	1,064,942.69	44.6%
610 53610		CONTRIBUTION REFUNDS					
	0.00	0.00	51,224.47	0.00	0.00	-51,224.47	100.0%
610 59990		RESERVE					
	26,922,395.00	26,922,395.00	0.00	0.00	0.00	26,922,395.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	-546,285.49	-31,251.31	0.00	546,285.49	100.0%
TOTAL REVENUES							
	-29,023,647.00	-29,023,647.00	-1,589,194.66	-180,910.96	0.00	-27,434,452.34	
TOTAL EXPENSES							
	29,023,647.00	29,023,647.00	1,042,909.17	149,659.65	0.00	27,980,737.83	
GRAND TOTAL							
	0.00	0.00	-546,285.49	-31,251.31	0.00	546,285.49	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-27,890.54	0.00	0.00	-87,109.46	24.3%
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110		INTEREST					
	-450,000.00	-450,000.00	-300,413.35	-68,198.59	0.00	-149,586.65	66.8%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	312,769.71	97,805.70	0.00	-367,769.71	-568.7%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-54,310.87	-31,038.12	0.00	-15,689.13	77.6%
620 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-287,536.24	45,521.69	0.00	-212,463.76	57.5%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-420,435.00	-420,435.00	-238,540.13	-30,812.58	0.00	-181,894.87	56.7%
620 36990		OTHER REVENUE					
	0.00	0.00	-889.19	-1,166.65	0.00	889.19	100.0%
620 38910		CASH BALANCE FORWARD					
	-28,784,379.00	-28,784,379.00	0.00	0.00	0.00	-28,784,379.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-30,504,814.00	-30,504,814.00	-596,810.61	12,111.45	0.00	-29,908,003.39	2.0%
TOTAL REVENUES							
	-30,504,814.00	-30,504,814.00	-596,810.61	12,111.45	0.00	-29,908,003.39	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-947,475.00	-947,475.00	-520,271.61	-72,269.67	0.00	-427,203.39	54.9%
TOTAL POLICE							
	-947,475.00	-947,475.00	-520,271.61	-72,269.67	0.00	-427,203.39	54.9%
TOTAL REVENUES							
	-947,475.00	-947,475.00	-520,271.61	-72,269.67	0.00	-427,203.39	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-846,784.00	-846,784.00	-408,784.84	-56,783.31	0.00	-437,999.16	48.3%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-846,784.00	-846,784.00	-408,784.84	-56,783.31	0.00	-437,999.16	48.3%
TOTAL REVENUES	-846,784.00	-846,784.00	-408,784.84	-56,783.31	0.00	-437,999.16	
GRAND TOTAL	-32,299,073.00	-32,299,073.00	-1,525,867.06	-116,941.53	0.00	-30,773,205.94	4.7%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	120,700.00	120,700.00	78,947.46	0.00	0.00	41,752.54	65.4%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	40,000.00	40,000.00	16,351.84	8,072.73	0.00	23,648.16	40.9%
620 53404		INVESTMENT EXPENSE					
	65,000.00	65,000.00	38,296.21	10.00	0.00	26,703.79	58.9%
620 53600		RETIREE BENEFITS					
	1,980,000.00	1,980,000.00	880,347.15	147,326.10	0.00	1,099,652.85	44.5%
620 53610		CONTRIBUTION REFUNDS					
	0.00	0.00	28,173.23	0.00	0.00	-28,173.23	100.0%
620 59990		RESERVE					
	30,093,373.00	30,093,373.00	0.00	0.00	0.00	30,093,373.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,299,073.00	32,299,073.00	1,042,115.89	155,408.83	0.00	31,256,957.11	3.2%
TOTAL EXPENSES							
	32,299,073.00	32,299,073.00	1,042,115.89	155,408.83	0.00	31,256,957.11	
GRAND TOTAL							
	32,299,073.00	32,299,073.00	1,042,115.89	155,408.83	0.00	31,256,957.11	3.2%

** END OF REPORT - Generated by Ashley Butler **

City of Fernandina Beach
Accounts Receivable Analysis

4/30/2024

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
9,352	Active Customers			\$ 1,108,069.87
558		30	72,047.87	
86		60	5,069.10	*payment terms
14		90	453.78	*
7		120+	543.65	*
558		Total	\$ 78,114.40	

Utility Billings - Closed accounts (including accts not yet turned over to Collection Agency)

74 accts. w/delinquent balances	\$ 10,249.04
--	---------------------

Utility Billings in Collections

<u>Year based on final billing date</u>	<u># of Accounts Transferred</u>	<u>Amt of \$ Transferred</u>	<u>Amt of \$ Recovered by CCI</u>	<u>Amt of \$ Recovered by UB</u>	<u>Total \$ Recovered</u>	<u>% recovered</u>
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged Off	Effective 9/30/18	-	-	-		0.00%
2016 Charged Off	Effective 9/30/20	-	-	-		0.00%
2017 Charged Off	Effective 9/30/21	-	-	-		0.00%
2018 Charged Off	Effective 9/30/22	-	-	-		0.00%
2019 Charged Off	Effective 09/30/23	-	-	-		0.00%
2020 (thru Dec)	170	32,000.42	1,550.60	2,854.96		13.77%
2021 (thru Dec)	241	51,292.90	1,114.45	4,589.61		11.12%
2022 (thru Dec)	160	37,027.74	2,602.23	5,035.67		20.63%
2023 (thru Dec)	164	39,330.97	935.83	4,542.28		13.93%
		\$ 159,652.03	\$ 6,203.11	\$ 17,022.52	\$ 23,225.63	14.55%
Recovered to date		\$ (23,225.63)				
Balance currently at CCI		\$ 136,426.40				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
71	ALL Customers			\$61,082.78
26		30	48,445.20	(Amelia Island Aviation - acct closed)
7	Aircraft Maint/Tree Surgeons	60	7,374.33	\$ -
3	Dickson/Tree Surgeons	90	899.39	\$ -
6	D. Dickson	120+	2,235.67	\$ -
				\$ 8,758.77
26	Sub Total	\$	58,954.59	\$ 8,758.77
				\$ 67,713.36

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
440	ALL Customers			\$147,833
41		30	19,706.30	
		60	6,866.61	
		90	6,532.24	
		120	8,693.04	
		120+	-	
			41,798.19	
	Customer paid in Advnace		-	Deposit
	Total A/R Balance		41,798.19	

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
6	ALL Customers			2,416.29
3		30	837.01	
0		60	-	
0		90	-	
0		120+	-	
3	Sub Total	\$	837.01	

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-85
Award of Invitation to Bid 24-11 - Presco South Construction Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-85.

SYNOPSIS: The City issued Invitation to Bid (ITB) 24-11 for removal and replacement of fifteen windows within the City Hall Building Department. Four bids were received and opened on April 9, 2024. Staff recommends awarding ITB 24-11 to Presco South Construction Inc., in the amount of \$44,500, plus a 10% contingency, for a total cost not to exceed \$48,950 for Project 24009.

FISCAL IMPACT: Funds are budgeted and available in the Building Department's Improvements account, 140 56300 Project #24009.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-85.

Jeremiah Glisson, Operations Director	4/30/2024
Jimmy Parr, Building Director	5/1/2024
Katie Newton, Paralegal	5/8/2024
Kim Briley, Deputy City Clerk	5/9/2024
Pauline Testagrose, Comptroller	5/10/2024
Charles George, Interim City Manager	5/10/2024
Tammi E. Bach, City Attorney	5/10/2024

Date: April 12, 2024

Submitted By: Hannah Lee, Staff Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2024-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING INVITATION TO BID 24-11 TO PRESCO SOUTH CONSTRUCTION INC. FOR THE REMOVAL AND REPLACEMENT OF FIFTEEN WINDOWS IN THE CITY HALL BUILDING DEPARTMENT, IN THE AMOUNT OF \$44,500; AUTHORIZING A 10% CONTINGENCY FOR A TOTAL PROJECT COST OF \$48,950; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid (ITB) 24-11 for the removal and replacement of fifteen windows within the City Hall Building Department; and

WHEREAS, on April 9, 2024, four bids were received in response to ITB 24-11. Following review, staff recommends awarding ITB 24-11 to Presco South Construction Inc., the lowest bidder, for removal and replacement of fifteen windows in the amount of \$44,500; and

WHEREAS, staff recommends providing a 10% contingency to Project 24009 for a total amount not-to-exceed \$48,950; and

WHEREAS, funding is included in the FY2023/2024 Budget for the Building Department's Improvements account, 140 56300 Project #24009.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby awards ITB 24-11 to Presco South Construction Inc. for the removal and replacement of fifteen windows in the City Hall Building Department, in an amount of \$44,500.

SECTION 2. The City Commission further authorizes a 10% contingency for Project 24009, for a total amount to not exceed \$48,950.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute documents pertaining to the award of ITB 24-11, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the name Tammi E. Bach.

TAMMI E. BACH
City Attorney

**CITY OF FERNANDINA BEACH
ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT**

INTRODUCTION

The City of Fernandina Beach, Florida (City) is requesting sealed competitive bids from qualified contractors for the **REMOVAL AND REPLACEMENT of WINDOWS in the CITY HALL BUILDING DEPT** located at 204 Ash Street, Fernandina Beach, FL 32034.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm (EST), April 09, 2024**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

The original bid submittal [**1 original, 4 copies and 1 electronic copy, (CD or thumb drive)**] must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #24-11** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-11**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**" and **Bid Pricing Form**, hereto attached as "**Exhibit A-1**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**". "**Attachment A**", List of Subcontractors.

"Exhibit I", Federal Contract Requirements ARPA Funds 2022 is included as a separate document.

A City of Fernandina Beach example contract is included as a separate document.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERANDINA BEACH
ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

PROJECT DESCRIPTION

City Hall was constructed in 1904. Numerous renovations have occurred to this building over the course of the last 120 years, with the most recent major renovation occurring in the mid-1990s. The City plans to replace the windows in this facility in a phased approach. All work will be in accordance with the following specifications.

SCOPE OF WORK

All tools, materials, labor, supervision, and equipment for project including, but not limited to, mobilization/demobilization, project set-up, safety equipment installation, permitting, waste material disposal, and clean-up. The Contractor is responsible for all measurements for new window installation.

The work will consist of the replacement of **fifteen** single hung OR fixed pane windows located within the north, west, and south side elevations. All work will be in accordance with the following specifications:

1. Replacement windows shall be PGT ClassicVue Max, dual pane, Low-E rating.
2. Replacement window frames shall be clear anodized aluminum for both exterior and interior.
3. Replacement windows shall be single hung (**PGT SH7600A**) where single-hung windows currently exist and if available in that size.
4. Replacement windows shall be a full size of fixed design (**PGT PW7620A**) where fixed windows currently exist or if a single hung is not available in that size.
5. Replacement windows shall be sized to fit into existing window openings with 1/4" on all sides unless approved by the City prior to their installation.
6. Replacement windows shall be installed using Prosoco R-guard liquid flashing and Tremco Dymonic 100 urethane sealants or an equivalent approved by the City.
7. All exterior and interior trim around window openings to be repainted where applicable.
8. All installation work shall come with a 1-year warranty.
9. Costs shall include permitting, mobilization, project set-up, safety equipment, boom lift, waste disposal, and clean-up.

SAFETY

The Contractor shall provide all necessary barricades and signage and take necessary precautions to protect buildings, the general public and Contractor personnel. The Contractor shall at all times guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

GENERAL CONSTRUCTION GUIDELINES

1. The contractor shall be required to coordinate their work schedule with the City designee during the course of the project.
2. The Contractor is required to submit their design and installation procedures for review & approval prior to installation.
5. The Contractor agrees to commence work within ten days after the Notice to Proceed is issued and to complete all work within 120 calendar days from Notice to Proceed.
6. The Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and coordinating all portions of Work under Contract.

CITY OF FERNANDINA BEACH
ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

7. The Contractor is responsible for all acts and omissions of his Subcontractors.
8. City staff will not establish limits of Work between Contractor and Subcontractors, nor act as an arbiter in establishing such limits.

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Purchasing Agent, Wanda Weaks, wweaks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is **ten** days before bid opening.

If there is an Addendum it becomes part of the original Bid and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Scope of Work, all services (and items incidental thereto) and work provided by CONTRACTOR shall conform to the following:

PROJECT SCHEDULE

CONTRACTOR shall begin no later than ten calendar days from issuance of Notice to Proceed; all work must be completed **within 120 calendar days of startup**.

TIME OF PERFORMANCE

1. The CONTRACTOR may, upon approval by City designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.
2. The CONTRACTOR may set up equipment onto the jobsite without commencing work for a maximum of seven calendar days. Location of equipment storage will be provided by the City designee.
3. The CONTRACTOR will, prior to any delay submit notification of delay in writing within **five** calendar days to City designee.
4. The CONTRACTOR shall submit documentation explaining the cause of delay. The CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of time.
5. The CONTRACTOR shall arrange with the City designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. The CITY shall not be responsible for lost or stolen materials or tools left on the job site.

SITE MAINTENANCE

1. Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, pedestrians and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the CONTRACTOR and shall be repaired and/or replaced in equal or better condition at no additional cost to the CITY. The CONTRACTOR shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval of CITY, at no additional cost to the CITY. In the event of damage to public and/or private property, the CONTRACTOR shall immediately contact the CITY's designee and inform them about the location and extent of the damages and will stay on site until the investigation of the damage is concluded.
2. The CONTRACTOR shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters, as necessary.
3. The CONTRACTOR shall arrange material storage so as not to interfere with the CITY's operations.

CITY OF FERNANDINA BEACH, FLORIDA
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CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

4. The CONTRACTOR shall at the completion of the job, remove unused material and rubbish from the site. If CONTRACTOR refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the CITY and deducted from the balance due CONTRACTOR.
5. The CONTRACTOR shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the CONTRACTOR at no cost to the CITY.
6. The CONTRACTOR shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by the CONTRACTOR or their subcontractors to the satisfaction of the CITY.

SAFETY

1. The CONTRACTOR shall be aware that this project is subject to public vehicle and pedestrian traffic at all times.
2. The CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
3. The CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, utilities, pedestrians and vehicles, and work of any kind against damage or interruptions of service, which may result from the operations of the CONTRACTOR.
4. The CONTRACTOR shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, the CONTRACTOR shall furnish Safety Data Sheets to the City designee prior to commencing this project.
5. The CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
6. The CONTRACTOR shall have a person which is on their payroll and with **the authority to make decisions, on site at all times.**

REQUIRED INSPECTIONS

Prior to the start of any work, the CONTRACTOR shall examine all surfaces and report in writing to the City designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver of any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspections will not relieve the CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work – the CITY will have the right to reject work which does not conform to the contract documents. The CITY may require special inspection or testing of the work.

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3. Right to Stop Work - If CITY reasonably believes that the CONTRACTOR is failing to carry out the work in accordance with the contract documents; the CITY may order the CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If the CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, the CITY, after three days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. The CONTRACTOR shall provide warranty stating that the City Hall Building Department Windows Project is complete in detail and finish, and free of hazardous conditions. The material warranty and workmanship must have a one-year warranty.
2. If the CITY deems it unacceptable to have the CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by the CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects which may occur nor their ability to correct them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from the date of completion and acceptance by the CITY.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

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GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.

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- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance, (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

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8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of

chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

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10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith

judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the City; or (iii) the

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CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean, and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

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8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to conduct business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner,

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General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing www.sam.gov CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "A-1"	Bid Pricing Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Federal Contract Requirements ARPA Funds (as a separate doc)

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM

<u>DESCRIPTION</u>	<u>TOTAL</u>
REMOVE AND REPLACE WINDOWS (QTY 15)	\$ _____
MOBILIZATION/DEMOBILIZATION/MISC	\$ _____
TOTAL PROJECT BID, COMPLETE \$ _____	

(in words)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____ 20 ____.

State Contractor License No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

“ATTACHMENT A”
LIST OF SUBCONTRACTORS

I _____/DO, _____/DO NOT, propose to subcontract some of the work on this project. I
propose to subcontract work to the following contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-11**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

1. Is there a place onsite for the new windows to be temporarily stored while window demo/replacement is taking place? **The windows can be stored on-site. A designated site will be agreed upon before the start of the project.**
2. Is there an area on site for a dump trailer to be parked during the demolition/removal stage of this project? **The dump trailer can be parked on the east side of the building. The designated site will be agreed upon before the start of the project.**
3. What are the rough dimensions of the existing single hung windows? **This is the responsibility of the contractor/bidder to determine.**
4. What are the rough dimensions of the existing fixed windows? **This is the responsibility of the contractor/bidder to determine.**
5. Is there an estimated cost for the permit fees for this project? **The Building Dept estimates the fees to be around \$750.**



**City of Fernandina Beach
ITB 24-11**

CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

Darryl Rosenbaum, President of Bigfoot Construction Inc.
9627 S Dixie Hwy. Suite 100, Pinecrest, Fl 33156
305.790.1722
Admin@BFCMiami.com

Bigfoot Construction Inc.
Unique Entity ID: CJRUHE7HLHU4
CAGE/NCAGE: 94VC2
DUNS: 040635439

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A"
CONTACT SHEET

Name: Bigfoot Construction Inc.

Federal Taxpayer ID: 81-4728478

Mailing Address: 9627 S Dixie Hwy Suite 100

City, State, & Zip Code: Pinecrest, FL 33156

Telephone: 305-407-5810 **Fax:** _____

Email: admin@bfcmiami.com

Submitted By: Darryl Rosenbaum

Title: President

Accounting Contact:

Name: Yudelka Perez **Title:** Administrator

Email Address: admin@bfcmiami.com **Phone:** 347-300-8897

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM

<u>DESCRIPTION</u>	<u>TOTAL</u>
REMOVE AND REPLACE WINDOWS (QTY 15)	\$ <u>64,746.00</u>
MOBILIZATION/DEMOBILIZATION/MISC	\$ <u>10,000.00</u>
TOTAL PROJECT BID, COMPLETE \$ <u>74,746.00</u>	

Seventy-four thousand seven hundred forty-six

(in words)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

A Corporation

Corporation Name: Bigfoot Construction Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Inc - S Corp

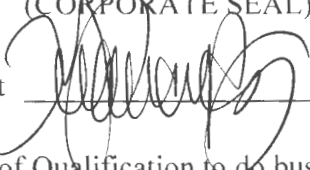
By: Darryl Rosenbaum

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Darryl Rosenbaum

Title: President

(CORPORATE SEAL)

Attest 

Date of Qualification to do business in Florida is 12 / 14 / 2016

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM (CONTINUED)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____
9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156

Phone No. 305-407-5810 _____ Fax No. _____

E-mail admin@bfcmiami.com _____

SUBMITTED on April 5th _____ 20 24.

State Contractor License No. _____ CGC1531370

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Bigfoot Construction Inc.
2. This sworn statement is submitted by (entity) Bigfoot Construction Inc. whose business address is 9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156 and (if applicable) Federal Employer Identification Number (FEIN) is 81-4728478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Darryl Rosenbaum and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.
8. 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)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Darryl Rosenbaum 04/05/2024
Signature Date:

STATE OF FLORIDA
COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 5 day of April, 2024, and is personally known to me, or has provided _____ as identification.



[Signature]
Notary Public
My Commission expires: 03.26.2027

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Bigfoot Construction Inc.

CITY: Pinecrest STATE: FL ZIP CODE: 33156

SIGNATURE: Darryl Rosenbaum PHONE: 305-407-5810

NAME (TYPED OR PRINTED): Darryl Rosenbaum TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 24-11

Project Description: City Hall Building Dept. Windows Removal and Replacement

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Bigfoot Construction Inc.

Authorized Signature: Darryl Rosenbaum

Title: President

Date: 04/05/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Darryl Rosenbaum Title: President

Signature: *Darryl Rosenbaum* Date: 04/05/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Bigfoot Construction Inc.

This sworn statement is submitted by (entity) Bigfoot Construction Inc. whose business address is 9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156 and (if applicable) Federal Employer Identification Number (FEIN) is 81-4728478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Darryl Rosenbaum and my relationship to the entity named above is President.

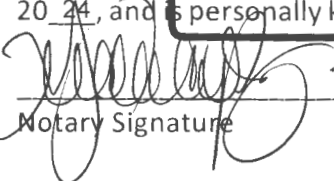
1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

Darryl Rosenbaum 04/05/2024
Signature Date:

STATE OF FLORIDA
COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 5 day of April, 2024, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: 3.26.2027



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 24-11.

This sworn statement is submitted by (entity) Bigfoot Construction Inc. whose business address is 9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156 and (if applicable) Federal Employer Identification Number (FEIN) is 81-4728478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

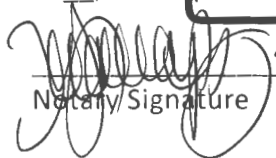
My name is Darryl Rosenbaum and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Darryl Rosenbaum 04/05/2024
Signature Date:

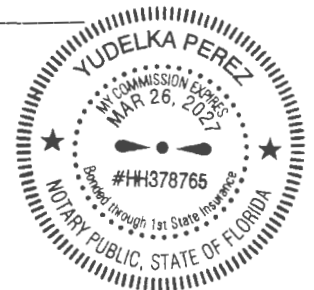
STATE OF FLORIDA
COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 5 day of April, 2024, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: 03.26.2027

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

**“ATTACHMENT A”
LIST OF SUBCONTRACTORS**

I _____/DO, _____/DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Company ID Number: 2193710



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Bigfoot Construction Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 2193710

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 2193710

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 2193710

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 2193710

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2193710

Approved by:

Employer Bigfoot Construction Inc	
Name (Please Type or Print) Darryl Rosenbaum	Title
Signature Electronically Signed	Date 06/29/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/29/2023



Company ID Number: 2193710

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bigfoot Construction Inc
Company Facility Address	9627 South Dixie Hwy Ste 100 Pinecrest, FL 33156
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	814728478
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 2193710



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
----	---



Company ID Number: 2193710

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Brady Rosenbaum
Phone Number 3054075810
Fax
Email info@bfcmiami.com

Name Darryl Rosenbaum
Phone Number 3053921012
Fax
Email Darryl@BFCMiami.com



Company ID Number: 2193710



This list represents the first 20 Program Administrators listed for this company.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Bigfoot Construction Inc.

04/05/2024

Firm

Date

Darryl Rosenbaum

Darryl Rosenbaum

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Membership Acknowledgement

Bigfoot Construction Inc.

is committed to providing a safe and drug free work
environment for all employees with the assistance of
The Council on Alcohol & Drugs'
Drug Free Workplace Program in Florida

October 16, 2023 - September 16, 2025



This does NOT replace the state of Florida Division of Workers' Compensation certification.

The Council's Drug Free Workplace Program delivers comprehensive materials for education, policy implementation, onsite testing solutions, treatment resources, EAP services & assistance in completing the application for premium credit program.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSENBAUM, DARRYL HENRY

BIGFOOT CONSTRUCTION INC
9719 S DIXIE HWY SUITE 15
MIAMI FL 33156

LICENSE NUMBER: CGC1531370

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-11**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Bigfoot Construction Inc. **TITLE:** President
Darryl Rosenbaum

ADDRESS: 9627 S Dixie Hwy Suite 100

CITY: Pinecrest **STATE:** FL

AUTHORIZED SIGNATURE: Darryl Rosenbaum **DATE:** 04/05/2024

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

1. Is there a place onsite for the new windows to be temporarily stored while window demo/replacement is taking place? **The windows can be stored on-site. A designated site will be agreed upon before the start of the project.**
2. Is there an area on site for a dump trailer to be parked during the demolition/removal stage of this project? **The dump trailer can be parked on the east side of the building. The designated site will be agreed upon before the start of the project.**
3. What are the rough dimensions of the existing single hung windows? **This is the responsibility of the contractor/bidder to determine.**
4. What are the rough dimensions of the existing fixed windows? **This is the responsibility of the contractor/bidder to determine.**
5. Is there an estimated cost for the permit fees for this project? **The Building Dept estimates the fees to be around \$750.**

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A"
CONTACT SHEET

Name: C.C. Borden Construction, inc.

Federal Taxpayer ID: 59-2911644

Mailing Address: 1019 Rosselle St.

City, State, & Zip Code: Jacksonville, FL 32204

Telephone: (904)354-3458 **Fax:** (904)354-4770

Email: Ccborden@ccborden.com

Submitted By: Camille C. Borden

Title: President/Owner

Accounting Contact:

Name: Linda Mason **Title:** Bookkeeper

Email Address: Linda@ccborden.com **Phone:** (904)354-3458

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM

<u>DESCRIPTION</u>	<u>TOTAL</u>
REMOVE AND REPLACE WINDOWS (QTY 15)	\$ 56,447.00
MOBILIZATION/DEMOBILIZATION/MISC	\$ 88,754.00
TOTAL PROJECT BID, COMPLETE \$ 145,201.00	

one hundred forty-five thousand two hundred and one dollars 00/100

(in words)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

A Corporation

Corporation Name: C.C. Borden Construction, Inc.

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): _____

By: Cam C Borden

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Camille C. Borden

Title: President/Owner

(CORPORATE SEAL)

Attest Cam C Borden

Date of Qualification to do business in Florida is 08 / 01 / 1988

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

By: N/A

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1019 Rosselle St.
Jacksonville, FL 32204

Phone No. 904-354-3458 Fax No. 904-354-4770

E-mail Ccborden@ccborden.com _____

SUBMITTED on April 9 20 24.

State Contractor License No. CGC1506253

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "B"

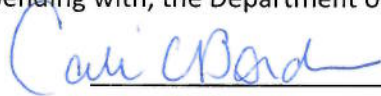
SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) G.C. Borden Construction, Inc. whose business address is 1019 Rosselle St. Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)
3. My name is Camille C. Borden and my relationship to the entity named above is President/Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.
8. 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)
- x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)



Signature

04/09/24

Date:

STATE OF FLORIDA

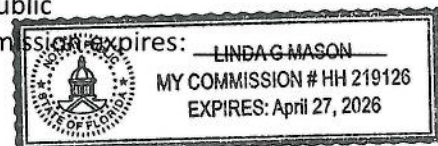
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of April , 20 24 , and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission Expires: LINDA G MASON



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

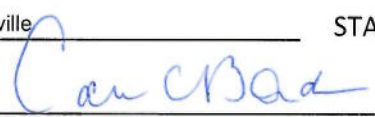
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: C.C. Borden Construction, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32204

SIGNATURE:  PHONE: 904-354-3458

NAME (TYPED OR PRINTED): Camille C. Borden TITLE: President/Owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: ITB24-11

Project Description: City Hall Building Dept Windows Removal and Replacement.

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: C.C. Borden Construction, Inc.

Authorized Signature: 

Title: President/Owner

Date: 04/09/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Camille C. Borden Title: President/Owner

Signature:  Date: 04/04/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) C.C. Borden Construction, Inc. whose business address is 1019 Rosselle St, Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (if a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Camille C. Borden and my relationship to the entity named above is President/Owner.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

Carla

04/09/24

Signature

Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of April, 2024, and is personally known to me, or has provided _____ as identification.

Linda Mason

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

This sworn statement is submitted by (entity) C.C. Borden Construction, Inc whose business address is 1019 Rosselle St. Jacksonville, FL 32204 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2911644 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

My name is Camille C. Borden and my relationship to the entity named above is President/Owner.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Camille C. Borden

04/04/24

Signature

Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of April, 2024, and is personally known to me, or has provided _____ as identification.

Linda Mason

Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

C.C. Borden Construction, Inc.

04/09/24

Firm

Date



Camille C. Borden President/Owner

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

“ATTACHMENT A”
LIST OF SUBCONTRACTORS

I ☒ /DO, ☐ /DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT
Frieda Windows	Sunbeam Rd. Jax., FL	Window Installation	\$44,000.00

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-11**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Camille C. Borden TITLE: President/owner

ADDRESS: 1019 Rosselle St.

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: 04/09/2024

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

1. Is there a place onsite for the new windows to be temporarily stored while window demo/replacement is taking place? *The windows can be stored on-site. A designated site will be agreed upon before the start of the project.*
2. Is there an area on site for a dump trailer to be parked during the demolition/removal stage of this project? *The dump trailer can be parked on the east side of the building. The designated site will be agreed upon before the start of the project.*
3. What are the rough dimensions of the existing single hung windows? *This is the responsibility of the contractor/bidder to determine.*
4. What are the rough dimensions of the existing fixed windows? *This is the responsibility of the contractor/bidder to determine.*
5. Is there an estimated cost for the permit fees for this project? *The Building Dept estimates the fees to be around \$750.*



C.C. BORDEN CONSTRUCTION, INC.

Unique Entity ID WJZLJKEWMJC9	CAGE / NCAGE 1FHP9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 13, 2024	
Physical Address 1019 Rosselle ST Jacksonville, Florida 32204-2832 United States	Mailing Address 1019 Rosselle ST. Jacksonville, Florida 32204-2832 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 04	State / Country of Incorporation Florida / United States	URL www.ccborden.com

Registration Dates

Activation Date Aug 15, 2023	Submission Date Aug 14, 2023	Initial Registration Date Jul 31, 2001
--	--	--

Entity Dates

Entity Start Date Jan 1, 1988	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Apr 08, 2024 01:17:24 PM GMT
<https://sam.gov/entity/WJZLJKEWMJC9/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1FHP9

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****45

Lock Box Number

(blank)

Financial Institution

SOUTHSTATE BANK, N.A.

Account Number

*****80

Automated Clearing House

Phone (U.S.)

9044213742

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

9044213737

Remittance Address

C C BORDEN CONSTRUCTION INC

1019 Rosselle ST

Jacksonville, Florida 32204

United States

Taxpayer Information

EIN

*****1644

Type of Tax

Applicable Federal Tax

Taxpayer Name

C C BORDEN CONSTRUCTION INC

Tax Year (Most Recent Tax Year)

2007

Name/Title of Individual Executing Consent

President

TIN Consent Date

Aug 14, 2023

Address

1019 Rosselle ST

Jacksonville, Florida 32204

Signature

CAMILLE BORDEN

Points of Contact

Accounts Receivable POC

2.

Camille C. Borden, Owner

ccborden@ccborden.com

Apr 08, 2024 01:17:24 PM GMT

<https://sam.gov/entity/WJZLKEWMC9/coreData?status=null>

9043543458

Electronic Business


CAMILLE C. Borden, Owner
 ccborden@ccborden.com
 9043543458

1019 Rosselle Street
 Jacksonville, Florida 32204
 United States

Roxanne L Garcia, APM
 ccborden@ccborden.com
 9043543458

1019 Rosselle ST.
 Jacksonville, Florida 32204
 United States

Government Business


Camille C. BORDEN, Owner
 ccborden@ccborden.com
 9043543458

1019 Rosselle Street
 Jacksonville, Florida 32204
 United States

Benjamin A BORDEN
 ccborden@ccborden.com
 9043543458

1019 Rosselle Street
 Jacksonville, Florida 32204
 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass And Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238210	Electrical Contractors And Other Wiring Installation Contractors
	238220	Plumbing, Heating, And Air-Conditioning Contractors
	238310	Drywall And Insulation Contractors
	238320	Painting And Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile And Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors

Product and Service Codes

PSC	PSC Name
Z1AA	Maintenance Of Office Buildings
Z2AA	Repair Or Alteration Of Office Buildings
Z2JZ	Repair Or Alteration Of Miscellaneous Buildings

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$10,000,000.00	12

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$7,000,000.00	8

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

**2023 - 2024 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024.

C C BORDEN CONSTRUCTION, INC.
1019 ROSSELLE ST
JACKSONVILLE, FL 32204-2832

ACCOUNT NUMBER: 1520
BUSINESS NAME: C C BORDEN CONSTRUCTION, INC
PHYSICAL ADDRESS: 1019 ROSSELLE ST
JACKSONVILLE, FL 32204-2832

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC1506253

COUNTY TAX:	22.50
MUNICIPAL TAX:	101.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	123.75

RENEWAL

VALID UNTIL September 30, 2024

2023 - 2024

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 23091100003021 09/11/2023 \$ 123.75

**2023 - 2024 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024.

STARKS CAMILLE BORDEN
1019 ROSSELLE ST
JACKSONVILLE, FL 32204-2832

ACCOUNT NUMBER: 1233
BUSINESS NAME: STARKS CAMILLE BORDEN
PHYSICAL ADDRESS: 1019 ROSSELLE ST
JACKSONVILLE, FL 32204-2832

CLASSIFICATION CODE: 325014 QUALIFYING AGENT - CONTRACTORS

STATE LICENSE NO: CGC1506253

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	100.00

RENEWAL

VALID UNTIL September 30, 2024

2023 - 2024

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 23091100003021 09/11/2023 \$ 100.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STARKS, CAMILLE BORDEN

C C BORDEN CONSTRUCTION INC
1019 ROSSELLE STREET
JACKSONVILLE FL 32204

LICENSE NUMBER: CGC1506253

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

CC Borden Construction

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/09/2023

03/09/2025



J. Todd Inman

Florida Department of Management Services

State of Florida

Department of State

I certify from the records of this office that C.C. BORDEN CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 1988, effective August 1, 1988.

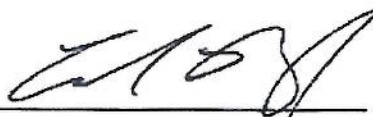
The document number of this corporation is M93201.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 17, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2024*




Secretary of State

Tracking Number: 3647611905CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

C.C. Borden Construction, Inc.

1019 Rosselle Street

Jacksonville FL 32034

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

City of Fernandina Beach

204 Ash Street

Fernandina Beach FL 32034

RECEIVED

APR 08 2024

CC BORDEN CONSTR., INC.

Bond Amount: Five percent of the bid

PROJECT : (Name, location or address, and Project number, if any):

Building Dept Windows Remove and Replace - City Hall

Selective demolition and modifications: Window Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9 day of April, 2024

(Witness)

Sally Crampton

(Seal)

(Witness)

Don Allen

(Seal)

C.C. Borden Construction, Inc.

(Principal)

Camille C. Borden

(Title) **President**

Fidelity and Deposit Company of Maryland

(Surety)

(Title) Attorney-In-Fact



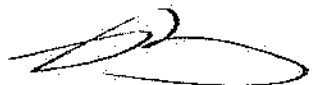
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

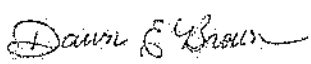
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William R. HARDAKER, Nick NAPOLEON and Edra Ann WALLER**, of Jacksonville, Florida, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of August A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: *Robert D. Murray*
Vice President

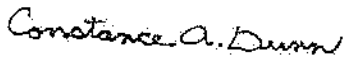

By: *Dawn E. Brown*

Secretary
State of Maryland
County of Baltimore

On this 31st day of August, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990:

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2024.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsforclaims@zurichna.com
800-626-4577

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, C.C. Borden Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Camille C. Borden President/Owner

Printed Name and Title of Contractor's Authorized Official

04/09/2024

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services; and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

N/A

N/A

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

Type of Federal Action: N/A a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:		9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ _____ Print Name: _____ _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

N/A

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	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.	2 CFR 200 APPENDIX II (F)
None	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 government-wide 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.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

N/A

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
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N/A

N/A

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts.

THRESHOLD	PROVISION	CITATION
>\$10,000	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." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause	
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N/A

	is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	
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N/A

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> 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.	2 CFR 200 APPENDIX II (D)
>\$100,000	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.	2 CFR 200 APPENDIX II (E)

N/A

>\$150,000	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).	2 CFR 200 APPENDIX II (G)
>\$100,000	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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

	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.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the 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 recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 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 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.	24 CFR §135.38

N/A

	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)	
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

N/A

	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).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

N/A

CITY OF FERNANDINA BEACH
ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

INTRODUCTION

The City of Fernandina Beach, Florida (City) is requesting sealed competitive bids from qualified contractors for the **REMOVAL AND REPLACEMENT of WINDOWS in the CITY HALL BUILDING DEPT** located at 204 Ash Street, Fernandina Beach, FL 32034.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm (EST), April 09, 2024**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

The original bid submittal [**1 original, 4 copies and 1 electronic copy, (CD or thumb drive)**] must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #24-11** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-11**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Contact Sheet, hereto attached as "**Exhibit A**" and Bid Pricing Form, hereto attached as "**Exhibit A-1**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes", herein provided as "**Exhibit B**", "Drug-Free Workplace Certification" herein provides as "**Exhibit C**", "E-Verify Statement" herein provided as "**Exhibit D**", "Proposer Acknowledgements and Agreements", herein provided as "**Exhibit E**", "Conflict of Interest", herein provided as, "**Exhibit F**", "Non-Collusion Affidavit", herein provided as "**Exhibit G**" and "Dispute Disclosure", herein provided as "**Exhibit H**". "**Attachment A**", List of Subcontractors.

"**Exhibit I**", Federal Contract Requirements ARPA Funds 2022 is included as a separate document.

A City of Fernandina Beach example contract is included as a separate document.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A"
CONTACT SHEET

Name: J.C. Stanford & Son Inc

Federal Taxpayer ID: 54-2080934

Mailing Address: 1062 S State rd 19, suite 1

City, State, & Zip Code: Palatka, FL, 32177

Telephone: (904) 367-0990 Fax: N/A

Email: Keslyn@Jcstanford.com

Submitted By: Keslyn Hart

Title: C.O.O.

Accounting Contact:

Name: Kessie Sapp Title: Office Administrator

Email Address: Kessie@Jcstanford.com Phone: (904) 367-0990

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM

<u>DESCRIPTION</u>	<u>TOTAL</u>
REMOVE AND REPLACE WINDOWS (QTY 15)	\$ <u>89,634.00</u>
MOBILIZATION/DEMOBILIZATION/MISC	\$ <u>10,000.00</u>
TOTAL PROJECT BID, COMPLETE \$ <u>99,634.00</u>	

Ninty Nine Thousand Six Hundred Thirty Four Dollars
(in words)

This Bid is submitted by: J.C. Stanford & Son Inc.
If Bidder is: Corporation

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

A Corporation

Corporation Name: J.C. Stanford & Son Inc (SEAL)

State of Incorporation: Florida

Type: General Business Professional, Service, Limited Liability): _____

By: Keslyn Hart

(Signature -- attach evidence of authority to sign) (Annual Report + Attached)

Name (typed or printed): Keslyn Hart

Title: C.O.O.
(CORPORATE SEAL)



Kessie A. Sapp
Notary Public
State of Florida
Comm# HH151769
Expires 7/11/2025

Attest _____

Date of Qualification to do business in Florida is 16 / 15 / 2002

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM (CONTINUED)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1062 S state rd 19
Suite 1
Palatka, FL 32177

Phone No. (904) 367-0990 Fax No. N/A

E-mail Keslyn@jcertanford.com

SUBMITTED on April 5th 2024.

State Contractor License No. CGC060574

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 24-11.
2. This sworn statement is submitted by (entity) J.C. Stanford & Son whose business address is 1062 S State rd 19, Palatka FL and (if applicable) Federal Employer Identification Number (FEIN) is 84-2080934 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Kashlyn Hart and my relationship to the entity named above is C.O.O..
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.
8. 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)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF Putnam

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 4 day of April, 2024, and is personally known to me, or has provided _____ as identification.



Kessie A. Sapp
Notary Public
State of Florida
Comm# HH151769
Expires 7/11/2025

Kessie Sapp

Notary Public

My Commission expires: 7/11/25

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: J.C. Stanford & son Inc.

CITY: Palatka STATE: FL ZIP CODE: 32177

SIGNATURE: Keslyn Hart PHONE: 904-367-0990

NAME (TYPED OR PRINTED): Keslyn Hart TITLE: C.O.O.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB #24-11

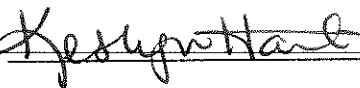
Project Description: City Hall Building Dept windows
removal and replacement

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: J.C. Stanford & son Inc

Authorized Signature: 

Title: C.O.O.

Date: 4/4/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Keslyn Hart Title: C.O.O.

Signature: Keslyn Hart Date: 4/4/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB #24-11

This sworn statement is submitted by (entity) JC Stanford & Son whose business address is 1002 S State Rd Pl, Palatka FL and (if applicable) Federal Employer Identification Number (FEIN) is 54-2080934 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kellyn Hart and my relationship to the entity named above is C.O.O.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

Kessie Sapp 4/4/24
Signature Date:

STATE OF FLORIDA
COUNTY OF Putnam

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 4 day of April, 2024, and is personally known to me, or has provided _____ as identification.

Kessie Sapp
Notary Signature

My Commission expires: 7/11/25



Kessie A. Sapp
Notary Public
State of Florida
Comm# HH151769
Expires 7/11/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 24-11.

This sworn statement is submitted by (entity) JC Stanford & Son Inc whose business address is 1062 S State Rd 19, Palatka FL and (if applicable) Federal Employer Identification Number (FEIN) is 54-2080934 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Keslyn Hart and my relationship to the entity named above is C.O.O.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Keslyn Hart 4/4/24
Signature Date:

STATE OF FLORIDA
COUNTY OF Putnam

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 4 day of April, 2024 and is personally known to me, or has provided _____ as identification.

Kessie A. Sapp My Commission expires: 7/11/25
Notary Signature



Kessie A. Sapp
Notary Public
State of Florida
Comm# HH151769
Expires 7/11/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

J.C. Stanford & Son Inc

Firm

4/4/24

Date

Keslyn Hart

Authorized Signature

Keslyn Hart, C.O.O.

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

"ATTACHMENT A"
LIST OF SUBCONTRACTORS

I _____/DO, X/DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT
no subs			

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-11**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Keslyn Hart TITLE: C.O.O.

ADDRESS: 1062 S state rd 19

CITY: Palatka STATE: FL

AUTHORIZED SIGNATURE: Keslyn Hart DATE: 4/4/24

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

1. Is there a place onsite for the new windows to be temporarily stored while window demo/replacement is taking place? The windows can be stored on-site. A designated site will be agreed upon before the start of the project.
2. Is there an area on site for a dump trailer to be parked during the demolition/removal stage of this project? The dump trailer can be parked on the east side of the building. The designated site will be agreed upon before the start of the project.
3. What are the rough dimensions of the existing single hung windows? This is the responsibility of the contractor/bidder to determine.
4. What are the rough dimensions of the existing fixed windows? This is the responsibility of the contractor/bidder to determine.
5. Is there an estimated cost for the permit fees for this project? The Building Dept estimates the fees to be around \$750.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P02000111116

Entity Name: J.C. STANFORD & SON, INC.

Current Principal Place of Business:

1062 S SR 19
STE 1
PALATKA, FL 32177

Current Mailing Address:

1062 S SR 19
STE 1
PALATKA, FL 32177 US

FEI Number: 54-2080934

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

STANFORD, JR., JOHN CDIR/PRE
565 WEST RIVER ROAD
PALATKA, FL 32177 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name STANFORD, JOHN C JR.
Address 5666 SUMMERALL ROAD
City-State-Zip: JACKSONVILLE FL 32216

Title DIRECTOR
Name STANFORD, KATIE ANNE
Address 5666 SUMMERALL ROAD
City-State-Zip: JACKSONVILLE FL 32216

Title COO
Name HART, KESLYN ANNE
Address 5666 SUMMERALL ROAD
City-State-Zip: JACKSONVILLE FL 32216

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KESLYN HART

C.O.O.

03/04/2024

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANFORD, JOHN CHARLES JR

J C STANFORD & SON INC
5666 SUMMERALL RD
JACKSONVILLE FL 32216

LICENSE NUMBER: CGC060574

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Company INSURER B : Evanston Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 24082 35378
---	--	---

INSURED
J.C. Stanford & Son Inc.
5666 Summerall Road
Jacksonville FL 32216

COVERAGES

CERTIFICATE NUMBER: 2018150620

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Cap at 5,000,00			BKS2465618033	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MKL7EUL103290	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	POLLUTION LIABILITY/ PROFESSIONAL LIABILITY			MMAENV003850	12/10/2023	12/10/2024	EACH OCCURRENCE 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance only.

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm  KELLY V HAGAR INS AGCY INC 9458 ALTERNATE A1A PALM BEACH GARDENS FL 33403		CONTACT NAME: PHONE (A/C, No, Ext): 561-627-7660 FAX (A/C, No): 561-627-5937 E-MAIL: ADDRESS:	
INSURED J C STANFORD & SON INC 5666 SUMMERALL RD JACKSONVILLE FL 32216		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	K92 3858-F10-59 K92 3859-F10-59 K92 3861-F10-59 K92 3860-F10-59	06/10/2023 06/10/2023 06/10/2023 06/10/2023	06/10/2024 06/10/2024 06/10/2024 06/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FL 32209	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sarah Johnson</i>
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2979018

DATE (MM/DD/YYYY)

12/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY, MO 64112-1906	CONTACT NAME:	
	PHONE (A/C, No. Ext): 844-456-1523	FAX (A/C, No.):
INSURED J.C. Stanford & Son, Inc. 5666 Summerall Rd. Jacksonville, FL 33216	E-MAIL ADDRESS: dhrcerts@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: A I U INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 19399		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED ☐ RETENTION \$ ☐					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	015332018	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those employees leased to but not subcontractors of insured.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A"
CONTACT SHEET

Name: Presco South Construction, INC

Federal Taxpayer ID: 26-1976302

Mailing Address: 13867 NW 19 Ave

City, State, & Zip Code: Miami, Florida 33054

Telephone: 786-425-7737 **Fax:** _____

Email: psc@prescosouth.com

Submitted By: Jorge Diaz

Title: President

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM

<u>DESCRIPTION</u>	<u>TOTAL</u>
REMOVE AND REPLACE WINDOWS (QTY 15)	\$ <u>40,000.00</u>
MOBILIZATION/DEMOBILIZATION/MISC	\$ <u>4,500.00</u>
TOTAL PROJECT BID, COMPLETE \$ <u>44,500.00</u>	

Forty four thousand five hundred

(in words)

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"

BID PRICING FORM (CONTINUED)

A Corporation

Corporation Name: Presco South Construction, INC (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Corporation

By: 

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jorge Diaz

Title: President

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is 2 / 12 / 2008

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "A-1"
BID PRICING FORM (CONTINUED)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____
13867 NW 19 Ave
Miami, Florida 33054

Phone No. 786-425-7737 Fax No. _____

E-mail psc@prescosouth.com _____

SUBMITTED on 4/8 20 24.

State Contractor License No. CGC1515514

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) Presco South Construction whose business address is 13867 NW 19 Ave Miami, FL 33054 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1976302 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jorge Diaz and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.
8. 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)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☒ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

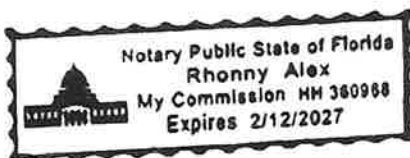
April 8, 2024

Date:

STATE OF FLORIDA

COUNTY OF Miami Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of April, 2024, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Presco South Construction, INC

CITY: Miami STATE: FL ZIP CODE: 33054

SIGNATURE:  PHONE: 786-425-7737

NAME (TYPED OR PRINTED): Jorge Diaz TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: ITB #24-11

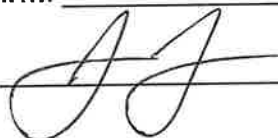
Project Description: Installation of 15 impact windows

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Presco South Construction

Authorized Signature: 

Title: President

Date: 4/7/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Jorge Diaz Title: President

Signature:  Date: 4/7/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City Of Fernandina Beach

This sworn statement is submitted by (entity) Presco South Construction whose business address is 13867 NW 19 Ave Miami, FL 33054 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1976302 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
My name is Jorge Diaz and my relationship to the entity named above is President.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

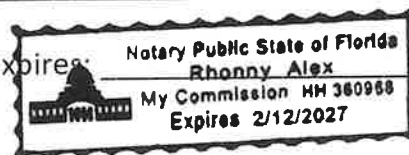
Signature 4/8/2024
Date:

STATE OF FLORIDA
COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of April, 2024, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "G"

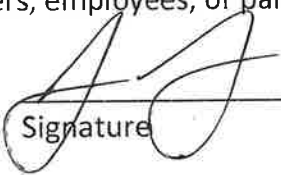
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) Presco South Construction whose business address is 13867 NW 9 Ave Miami, FL 33054 and (if applicable) Federal Employer Identification Number (FEIN) is 26-1976302 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jorge Diaz and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

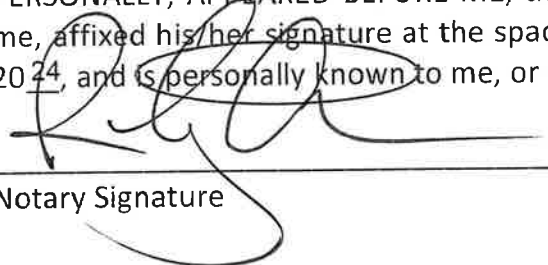
4/8/2024

Date:

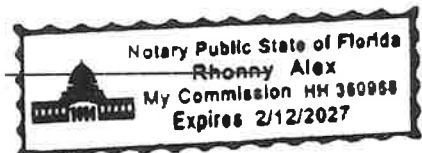
STATE OF FLORIDA

COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of April, 2024, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires:



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO x

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO x

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____ NO x

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Presco South Construction

4/8/2024

Firm

Date

Authorized Signature

Jorge Diaz President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Jorge Diaz, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jorge Diaz - President

Printed Name and Title of Contractor's Authorized Official

4/8/2024

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ITB #24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

“ATTACHMENT A”
LIST OF SUBCONTRACTORS

I _____/DO, ^x_____/DO NOT, propose to subcontract some of the work on this project. I
propose to subcontract work to the following contractors/firms:

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

PRESCO SOUTH CONSTRUCTION, INC.

Filing Information

Document Number	P08000015837
FEI/EIN Number	26-1976302
Date Filed	02/12/2008
Effective Date	02/12/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2011

Principal Address

13867 NW 19 Ave
Miami, FL 33054

Changed: 02/18/2019

Mailing Address

13867 NW 19 Ave
Miami, FL 33054

Changed: 02/18/2019

Registered Agent Name & Address

DIAZ, JORGE
13867 NW 19 Ave
Miami, FL 33054

Address Changed: 02/18/2019

Officer/Director Detail

Name & Address

Title P

DIAZ, JORGE
13867 NW 19 Ave
Miami, FL 33054

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-11**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Jorge Diaz **TITLE:** President

ADDRESS: 13867 NW 19 Ave

CITY: Miami **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 4/8/2024

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 24-11
CITY HALL BUILDING DEPT WINDOWS REMOVAL AND REPLACEMENT

1. Is there a place onsite for the new windows to be temporarily stored while window demo/replacement is taking place? The windows can be stored on-site. A designated site will be agreed upon before the start of the project.
2. Is there an area on site for a dump trailer to be parked during the demolition/removal stage of this project? The dump trailer can be parked on the east side of the building. The designated site will be agreed upon before the start of the project.
3. What are the rough dimensions of the existing single hung windows? This is the responsibility of the contractor/bidder to determine.
4. What are the rough dimensions of the existing fixed windows? This is the responsibility of the contractor/bidder to determine.
5. Is there an estimated cost for the permit fees for this project? The Building Dept estimates the fees to be around \$750.





CITY HALL



Ash
South 2

24 HOURS
NO PARKING
EXCEPT
FOR
LOADING
UNLOADING
OR
DELIVERY

CITY HALL

CITY OF FERNANDINA BEACH ITB OPENING TALLY

ITB 24-11 - April 9, 2024 2:00PM

Bid Name: R&R Building Dept Windows

Attended by: Jimmy Parr, Jeremiah Glisson and Wanda Weeks

DATE/TIME REC'D	COMPANY NAME/LOCATION	R&R EXISTIING WINDOWS (15)	MOBILIZATION/DEMO- BILIZATION/MISC	COMPLETE PROJECT TOTAL	EXHIBITS A-H	ADDENDUM NO 1
4/9/2024 10:36AM	Presco South Const, Miami, FL	\$ 40,000.00	\$ 4,500.00	\$ 44,500.00	√	√
4/8/2024 3:30PM	J.C. Stanford & Son, Inc. Palatka, FL	\$ 89,634.00	\$ 10,000.00	\$ 99,634.00	√	√
4/8/2024 11:04AM	Bigfoot Construction, Pinecrest, FL	\$ 64,746.00	\$ 10,000.00	\$ 74,746.00	√	√
4/9/2024 1:34PM	C.C. Borden Const, Inc., Jacksonville, FL	\$ 56,447.00	\$ 88,754.00	\$ 145,201.00	√	√

This is a preliminary summary of the submittals as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-86
Award of Invitation to Bid 24-16 - Protech Floor Coatings LLC, DBA Shark Coatings

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-86.

SYNOPSIS: The City solicited bids from vendors for the installation of floor coating systems in various City facilities. One bid was received and opened on April 30, 2024, from Protech Floor Coatings LLC, DBA Shark Coatings. The attached Resolution recommends awarding Bid 24-16 to Protech Floor Coatings LLC, DBA Shark Coatings for a period of one year with two one-year renewal options.

FISCAL IMPACT: Funds are budgeted and available in various departmental repair and maintenance accounts.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-86.

Jeremiah Glisson, Operations Director	5/1/2024
Katie Newton, Paralegal	5/8/2024
Kim Briley, Deputy City Clerk	5/9/2024
Pauline Testagrose, Comptroller	5/10/2024
Charles George, Interim City Manager	5/10/2024
Tammi E. Bach, City Attorney	5/10/2024

Date: April 30, 2024

Submitted By: Catherine Sabattini, Public Works Deputy Operations Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING INVITATION TO BID 24-16 TO PROTECH FLOOR COATINGS LLC, DBA SHARK COATINGS, FOR INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEMS IN CITY FACILITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure bids for Installation of Polyurea or equivalent floor coating system in City facilities on an as-needed basis via Invitation to Bid (ITB) 24-16; and

WHEREAS, one bid was received. Following review, staff recommends awarding ITB 24-16 to Protech Floor Coatings LLC, DBA Shark Coatings, for a period of one year with two one-year renewal options; and

WHEREAS, funding for this work is included in various repairs and maintenance accounts in Fiscal Year 2023/2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby awards ITB 24-16 to Protech Floor Coatings LLC, DBA Shark Coatings, for the installation of floor coatings in various City facilities.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute documents pertaining to the award of ITB 24-16, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM WITHIN VARIOUS CITY FACILITIES ANNUAL CONTRACTOR**. The work shall include all labor materials, equipment, supervision, and tools to perform the installation of the floor coating system as directed by the City's designee.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, April 30, 2024**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

The original bid submittal [**1 original, 3 copies and 1 electronic copy, (CD or thumb drive)**] must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #24-16** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-16**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**" and **Bid Pricing Form**, hereto attached as "**Exhibit A-1**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**", "**Statement of Bidders Qualifications form**", hereto provided as "**Exhibit I**".

"Sample Contract" City of Fernandina Beach provided as separate document.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

SCOPE OF WORK

Fernandina Beach is seeking bids from qualified Polyurea or equivalent floor coating and installation Contractors to perform services at various City buildings/facilities. The scope of services are as follows:

- Upon request and coordination by the City, Contractor is to perform a site visit to the facility identified to determine the costs and degree of work to be performed.
- Contractor shall prepare existing floors to a clean surface suitable for the application of the new floor coating.
- All products must meet the specifications listed herein.
- Any floors that contain damage shall be repaired to an acceptable surface utilizing Polyurea mender or equivalent.
- Contractor is to uniformly install a base coat over the concrete surface using a Pure Polyurea coating or product equivalent.
- Contractor shall uniformly "broadcast" vinyl chips with color to be selected by the City.
- Contractor shall uniformly install a Polyaspartic Topcoat or product equivalent.
- If applicable, Contractor is to install 4-8" base cove to all walls that join floor surfaces.

Contractor shall take all precautions to protect furnishings for this project. The Contractor shall follow all applicable safety procedures and practices for each project. OSHA regulations shall apply. The Contractor shall maintain a safe and secure jobsite throughout the time of the project. All debris is to be disposed of either in the Contractor's dumpster or legally off-site.

Contractor may stage tools, materials, and equipment on the project premises with coordination by the City's Designee. Contractor may arrange for their own dumpster to be used on site with location of dumpster coordinated and approved the City.

Normal work hours at City Buildings/facilities is 8:00 am to 5:00 pm M thru F. Extended hours may be approved by City as necessary.

Upon completion of the work, the Contractor is to notify the City's Designee in writing to request a final inspection.

All work must carry a **5-year** labor and material warranty against peeling, bubbling, lifting or delamination or other workmanship defects.

Contractor is to provide unit pricing for the project per Exhibit A on this Invitation to Bid document.

QUALIFICATIONS

The Bid Submittal must include evidence of capabilities to complete the project specified. A reference list of similar projects (scope and size) successfully completed in the past. A reference list of subcontractors, and an equipment list, and other information requested by the City of Fernandina Beach.

The Contractor shall provide all necessary barriers and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times guard against damage or loss of City property or to the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.

GENERAL CONSTRUCTION GUIDELINES

1. The contractor shall be required to coordinate the work schedule with the City's designee.
2. The contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and coordinating all portions of Work under Contract.
3. The contractor is responsible for all acts and omissions of his Subcontractors.
4. The City designee will not establish limits of Work between Contractor and Sub-contractors nor will act as an arbiter in establishing such limits.

CONTRACTOR PERSONNEL

1. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by the City's designee, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than those specified in the bid response.
2. CONTRACTOR shall arrange with the City's designee a sequence of procedures, means of access, space for storage of materials and equipment and use of approaches, corridors, and stairways. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

REQUIRED INSPECTIONS

Prior to the start of any work, the CONTRACTOR shall examine the work area and report in writing to the City's designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspections will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays. The CITY, after three days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

BID PACKAGE

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weeks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Purchasing Agent, Wanda Weeks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is **ten** days before bid opening.

If there is an Addendum it becomes part of the original Bid and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form attached hereto as "Exhibit A", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto must be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service must be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders must comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

CITY OF FERNANDINA BEACH
ITB 24-16
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- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.

- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than five percent (5%) of the Bid price and must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

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12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder must include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR must assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, must appoint lead counsel, in each case at the CONTRACTOR's expense. The City will have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR must obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR must not assume or maintain control of the defense of any third party claim, but must pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party must cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and must furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification will be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of

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Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The

amount of insurance must not be less than One Million (\$1, 000,000) per occurrence and aggregate.

- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute must be its own responsibility and at its own expense.
- L. The carrying of the insurance described will in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.

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- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions must apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section, 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit

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EXHIBIT "H" Disputes Disclosure

EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"
BID PRICING FORM

A. EXISTING FLOOR PREPARATION	\$_____ (sf)
B. APPLICATION OF BASE COAT	\$_____ (sf)
B. INSTALLATION OF VINYL CHIPS	\$_____ (sf)
C. INSTALLATION OF TOPCOAT	\$_____ (sf)
D. INSTALLATION OF BASE COVE	\$_____ (lf)
E. HOURLY RATE FOR ADDITIONAL WORK	\$_____/Hour

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

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Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above) Bidder's

Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____ 20 ____.

State Contractor License No. _____

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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal

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or state trial court of records 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prim facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.

8. 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)

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public _____

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and

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will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

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EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above- named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

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Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____

**CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT**

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

CITY OF FERNANDINA BEACH
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INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

“ATTACHMENT A”
LIST OF SUBCONTRACTORS

I _____/DO, _____/DO NOT, propose to subcontract some of the work on this project. I

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT

propose to subcontract work to the following contractors/firms:

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EXHIBIT "A"
CONTACT SHEET

Name: Protech Floor Coatings LLC, dba Shark Coatings

Federal Taxpayer ID: 84-5107345

Mailing Address: 9850 Interstate Center Dr.

City, State, & Zip Code: Jacksonville, FL 32218

Telephone: 850-226-2200 **Fax:** _____

Email: Noah@sharkfloorcoatings.com

Submitted By: Noah Applegate

Title: Design Manager

Accounting Contact:

Name: Noah Applegate **Title:** Design Manager

Email Address: Noah@sharkfloorcoatings.com **Phone:** 850-226-2200

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ANNUAL CONTRACT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"
BID PRICING FORM

- | | |
|------------------------------------|---|
| A. EXISTING FLOOR PREPARATION | Profile Diamond Grind: Interior Bare Concrete \$0.00/(sf) Removal prior to grind existing: paint \$.50(sf), epoxy \$1.00/(sf), adhesives/glue/levelers \$2.00/(sf), exterior concrete \$1.00(sf)
Repairs \$40/(sf) pit or if over 7(sf) pit repair \$250/unit upto 200(sf) per unit
Repairs cracks \$5/(lf) |
| B. APPLICATION OF BASE COAT | \$2.50(sf) |
| C. INSTALLATION OF VINYL CHIPS | \$1.00(sf) |
| D. INSTALLATION OF | \$2.50(sf)(if requested by customer 2nd layer topcoat add \$1.50/sf) |
| E. INSTALLATION OF BASE COVE | \$20.00(lf) |
| F. HOURLY RATE FOR ADDITIONAL WORK | \$145.00/Hour |

This Bid is submitted by: Protech Floor Coatings LLC, dba Shark Coatings

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

CITY OF FERNANDINA BEACH

ITB 24-16

INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Protech Floor Coatings LLC, dba Shark Coatings

(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jay Mariano

Title: Member

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is 01/03/2020

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

CITY OF FERNANDINA BEACH
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By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above) Bidder's

Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____ 20 ____.

State Contractor License No. _____

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000011044

Entity Name: PROTECH FLOOR COATINGS LLC**Current Principal Place of Business:**9850 INTERSTATE CENTER DR.
JACKSONVILLE, FL 32218**Current Mailing Address:**9850 INTERSTATE CENTER DR.
JACKSONVILLE, FL 32218 US**FEI Number:** 84-5107345**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**MARIANO, JAY
109 BOUGANVILLA DR.
PONTE VEDRA BEACH, FL 32082 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR
Name	MARIANO, JAY
Address	109 BOUGANVILLA DR.
City-State-Zip:	PONTE VEDRA BEACH FL 32082

Title	MGR
Name	MARIANO, RICHARD
Address	2010 PALMETTO POINT DR.
City-State-Zip:	PONTE VEDRA BEACH FL 32082

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAY MARIANO

MGR

04/27/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

CITY OF FERNANDINA BEACH
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ANNUAL CONTRACT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach ITB 24-16.
2. This sworn statement is submitted by (entity) Protech Floor Coatings LLC, dba Shark Coatings, whose business address is
9850 Interstate Center Dr. Jacksonville, FL 32218 and (if applicable) Federal Employer Identification Number (FEIN) is 84-5107345 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Noah Applegate and my relationship to the entity named above is Design Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal

CITY OF FERNANDINA BEACH

ITB 24-16

**INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
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or state trial court of records 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prim facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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.

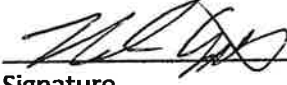
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

 x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and 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 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. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature

4/24/2024
Date:

STATE OF FLORIDA
COUNTY OF Duval

CITY OF FERNANDINA BEACH

ITB 24-16

**INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT**

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ~~who~~ ^{who} who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of April, 2024, and is personally known to me, or has provided Florida Driver License as identification.



Notary Public

My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and

CITY OF FERNANDINA BEACH

ITB 24-16

**INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
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will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Protech Floor Coatings LLC, dba Shark Coatings

CITY: Jacksonville STATE: FL ZIP CODE:

32218 SIGNATURE:  PHONE:

850-226-2200 NAME (TYPED OR PRINTED):

Noah Applegate TITLE: Design Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: City of Fernandina Beach ITB 24-16

Project Description: INSTALLATION OF POLYUREA OR EQUIVALENT
FLOOR COATING SYSTEM IN CITY FACILITIES -ANNUAL CONTRACT

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Protech Floor Coatings LLC, dba Shark Coatings

Authorized Signature: 

Title: Design Manager

Date: 4/24/2024

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Noah Applegate Title: Design Manager 6

Signature:  Date: 4/24/2024

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach ITB 24-16.

This sworn statement is submitted by (entity) Protech Floor Coatings LLC, dba Shark Coatings whose business address is 9850 Interstate Center Dr. Jacksonville, FL 32218 and (if applicable) Federal Employer Identification Number (FEIN) is 84-5107345 If a Sole Proprietor and you have no FEIN, include the last (4) digits of your Social Security Number: _____.)

My name is Noah Applegate and my relationship to the entity named above is Design Manager.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

CITY OF FERNANDINA BEACH
ITB 24-16
INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT


Signature _____ Date: 4/24/2024

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of April, 2024, and is personally known to me, or has provided Florida Driver License as identification.


Notary Signature

My Commission expires: 09/29/2024



CITY OF FERNANDINA BEACH
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ANNUAL CONTRACT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach ITB 24-16

This sworn statement is submitted by (entity) Protech Floor Coatings LLC, dba Shark Coatings whose business address is 9850 Interstate Center Dr. Jacksonville, FL 32218 and (if applicable) Federal Employer Identification Number (FEIN) is 84-5107345 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Noah Applegate and my relationship to the entity named above is Design Manager.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of April, 2024, and is personally known to me, or has provided Florida Driver License as identification.

My Commission expires:

09/29/2024

CITY OF FERNANDINA BEACH

ITB 24-16

INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -

ANNUAL CONTRACT

Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
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INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEM IN CITY FACILITIES -
ANNUAL CONTRACT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO x ___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO x ___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO x ___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Protech Floor Coatings LLC, dba Shark Coatings

4/24/2024

Firm

Date



Authorized Signature

Noah Applegate Design Manager

Printed or Typed Name and Title

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ANNUAL CONTRACT
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

"ATTACHMENT A"
LIST OF SUBCONTRACTORS

I _____/DO, ☐ /DO NOT, propose to subcontract some of the work on this project. I

CONTRACTOR/FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	CONTRACT AMOUNT

propose to subcontract work to the following contractors/firms:

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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"
BID PRICING FORM

A. EXISTING FLOOR PREPARATION	Profile Diamond Grind: Interior Bare Concrete 0.00/(sf). Removal prior to grind existing; paint \$.50 (sf), epoxy \$1.00 (sf), adhesives/glue/leveler \$2.00 (sf), exterior concrete \$1.00 (sf). Repairs \$40 (sf) pit or if over 7 (sf) pit repair \$250/unit upto 200 (sf) per unit Repair Cracks \$5 (lf)
B. APPLICATION OF BASE COAT	\$2.50 (sf)
C. INSTALLATION OF VINYL CHIPS	\$1.00 (sf)
D. INSTALLATION OF	\$2.50 (sf) if requested by customer 2nd layer topcoat add \$1.50 (sf)
E. INSTALLATION OF BASE COVE	\$20.00 (lf)
F. HOURLY RATE FOR ADDITIONAL WORK	\$145.00/Hour

This Bid is submitted by: Protech Floor Coatings LLC, dba Shark Coatings

CITY OF FERNANDINA BEACH ITB OPENING TALLY

ITB 24-16 - April 30, 2024 2:00PM

Bid Name: Installation of Polyurea Or Equivalent Floor Coating System in City Facilities

Attended by: Cathy Sabbattini and Wanda Weak

DATE/TIME REC'D	COMPANY NAME/LOCATION	EXISTING FLOOR PREPARATION	APPLICATION OF BASE COAT	INSTALLATION OF VINYL CHIPS	INSTALLATION OF TOPCOAT	INSTALLATION OF BASE COVE	HOURLY RATE FOR ADDITIONAL WORK	EXHIBITS A-H
04/26/2024 4:09PM	Protech Flooring d/b/a Shark Coatings, Jacksonville, FL	various depending on condition of the floor to be coated - See Exhibit A- 1 Bid Pricing Form (next tab)	\$2.50 (sf)	\$1.00 (sf)	\$2.50 (sf) - if second layer topcoat requested, add 1.50 (sf)	\$20.00 (lf)	\$ 145.00	√

This is a preliminary summary of the submittals as they were
opened and announced at the bid opening. Contractor/Vendor
should not assume award until after
final/review/recommendation for award

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-87
Budget Amendment - Capital Improvement Fund

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-87.

SYNOPSIS: The Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose.

The City Commission, at their March 19, 2024, Regular Meeting, approved Resolution 2024-58 authorizing staff to request funding for the Peck Center Charles Eugene Richo Field Multi-Use Track (estimated cost \$41,400). The BOCC approved the City's request which subsequently requires a budget amendment to document an increase to the total City budget in the amount of \$41,000.

FISCAL IMPACT: An amendment to the budget for the Peck Center Charles Eugene Richo Field Multi-Use Track in the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project 24051 for \$41,400 and increase the Capital Improvement Fund County Grant account, 300 33710 by \$41,400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-87.

Kim Briley, Deputy City Clerk	5/9/2024
Scott Mikelson, Parks and Recreation Director	5/10/2024
Pauline Testagrose, Comptroller	5/10/2024
Katie Newton, Paralegal	5/13/2024
Charles George, Interim City Manager	5/14/2024
Tammi E. Bach, City Attorney	5/14/2024

Date: April 30, 2024

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2024-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT WITHIN THE CAPITAL IMPROVEMENT FUND IN FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose; and

WHEREAS, the City Commission, at their March 19, 2024, Regular Meeting, approved Resolution 2024-58 authorizing staff to request funding for the Peck Center Charles Eugene Richo Field Multi-Use Track (estimated cost \$41,400). The BOCC approved the City's request which subsequently requires a budget amendment to document an increase to the total City budget in the amount of \$41,000; and

WHEREAS, this grant was not anticipated when the FY2023/2024 Budget was adopted, this funding will amend the budget and increase the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project 24051 for \$41,400 and increase the Capital Improvement Fund County Grant account, 300 33710 by \$41,400; and

WHEREAS, this County grant requires an amendment to the City's Total Budget of \$41,400 from \$189,518,073 to \$189,559,473; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission approves an amendment to the budget for the Peck Center Charles Eugene Richo Field Multi-Use Track in the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project 24051 for \$41,400 and increasing the Capital Improvement Fund County Grant account, 300 33710 by \$41,400.

SECTION 2. The City Commission approves an amendment to the City's total budget by \$41,400 from \$189,518,073 to \$189,559,473.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of May, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

RESOLUTION 2024-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN APPLICATION TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPAL GRANT FUNDING IN THE AMOUNT OF \$50,000, TO FUND THE PECK CENTER CHARLES EUGENE RICHIO FIELD MULTI-USE TRACK PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose; and

WHEREAS, requests for funding must be submitted in writing and describe the use of the funds, how any supplemental funding needs will be met, and how the improvements meet the definition of a public facility or public purpose; and

WHEREAS, the City Commission, at their February 6, 2024, workshop, directed staff to determine cost estimates for a Peck Center Charles Eugene Richio Field multi-use track, Central Park parking improvements, and the proposed Nassau County School Board practice field, located at 1201 Atlantic Avenue; and

WHEREAS, the City Commission has considered utilizing the BOCC municipal grant funding for one of the following projects:

- A) Central Park parking improvements (estimated cost \$125,080), OR
- B) Peck Center Charles Eugene Richio Field multi-use track (estimated cost \$41,400), OR
- C) Nassau County School Board practice field (estimated cost \$63,000)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby selects the Peck Center Charles Eugene Richio Field Multi-Use Track Project, in the estimated amount of \$41,400.00, for application consideration by the Nassau County Board of County Commissioners as a municipal grant fund project.

SECTION 2. The City Commission directs staff to prepare the application and transmit it to the Nassau County Board of County Commissioners for consideration.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 19th day of March, 2024.

ATTEST:

CITY OF FERNANDINA BEACH



CAROLINE BEST
City Clerk



BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION:	ADDITIONAL PARKING AT CENTRAL PARK
---------------------	---

Prepared By: CLG			
ITEM	DESCRIPTION	QTY	UNIT

Date: 2/15/2024	
UNIT PRICE	TOTAL

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: PRACTICE SPORTS FIELD AT SCHOOL BOARD FACILITY

Prepared By: CLG			
ITEM	DESCRIPTION	QTY	UNIT

Date: 2/15/2024	
UNIT PRICE	TOTAL

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: PECK FIELD TRACK

Prepared By: CLG

Date: 2/15/2024

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

POLICY: This policy sets forth the guidelines and categories governing requests for grant funds from municipalities within Nassau County. Requests for grants of General Fund ad valorem taxes may be accepted from eligible municipal organizations that plan to invest in Public Facilities within the County. The term “Public Facilities” means capital improvements that have a life expectancy of five (5) or more years, which meet a public purpose and will be available for use by the general public.

Grant funding for programs is limited and based upon available budgeted resources as approved by the Board of County Commissioners (BOCC). No expenditures made prior to the final approval of the BOCC will be reimbursed.

I. ELIGIBLE ORGANIZATIONS

Municipalities located within Nassau County, (Town of Callahan, Town of Hilliard and the City of Fernandina Beach) may request grants for projects for the development of Public Facilities which meet a public purpose for the benefit of the general public. The municipality may alternatively utilize a portion of their requested allocation to sponsor a Not-for-profit organization incorporated under federal and state laws as 501(c) corporations to receive grant funding for eligible public facilities.

II. GRANT FUNDING PROCESS

A written request from the governing body of each municipality is required. The request shall describe the use of the funds, how any other funding needs shall be met, and how this Public Facility shall meet the definition of a Public Facility. Additionally, if the municipality is to partner with a non-profit they shall also provide general information on the purpose of the non-profit and their support of the County citizens.

Each municipality requesting support shall be required to submit a written request within the fiscal year for which the funds shall be used. The written request must be submitted to the County Manager’s office for review and consideration. Any approval of a grant funding request by the Board of County Commissioners shall be restricted by the following items:

1. The County shall reserve the right to request additional information, as needed, prior to approval or funding.
2. Funds will not be available until after October 1 of the fiscal year for which they are requested.
3. The total budget funded for Municipal Grant Funding awards shall not exceed \$50,000 per municipality each fiscal year.
4. The grant funds may only be expended on Public Facilities as defined above.
5. Grant funds shall be committed within the fiscal year for which funds are authorized.
6. The Public Facilities shall be substantially completed within the fiscal year of the award.
7. Any funds granted shall be subject to an audit by the Nassau County Clerk of Court and Comptroller or their authorized representative.
8. Following completion of the project, the municipality shall provide a project summary to the County Manager’s office. Such information may be used for a press release as

determined by the County.

9. Grant funds may only be issued by the County directly to the municipality requesting support.
10. The BOCC reserves the right to approve or deny any request under this policy.



4

BOCC AGENDA ITEM

Item Title: Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024

Date: 4/17/2024

Department: County Manager

Background:

On October 9, 2023, the Board of County Commissioners adopted the Municipal Grant Funding Policy. This policy sets forth the guidelines and categories governing requests for grant funds from municipalities within Nassau County. Requests for grants of General Fund ad valorem taxes may be accepted from eligible municipal organizations that plan to invest in Public Facilities within the County and shall not exceed \$50,000. The term "Public Facilities" means capital improvements that have a life expectancy of five or more years, which meet a public purpose and will be available for use by the general public.

The City of Fernandina Beach is requesting the Municipal Grant Funding to construct a Peck Center Charles Eugene Richo Field multi-use track in the amount of \$41,400. The proposed track will be eight feet wide, an estimated 1,100 feet, and will be constructed along the perimeter of the Charles Eugene Richo Field. The track will be available for public use for field and track, sprinting, walking, biking activities, and enhance special events by providing a solid surface to erect tents and conduct cooking events.

Request:

Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024 for the construction of a Peck Center Charles Eugene Richo multi-use track, in the amount of \$41,400.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Funding Municipal grant requests from General Fund, ad valorem taxes, for Public Facilities works to bring municipalities together with the County for the betterment of all residents. The Municipal Grant Funding Policy creates a standard for requests, increase transparency and support municipalities by partnering on Public Facilities serving all Nassau County residents.

Action Requested and Recommendation:

Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024 for the construction of a Peck Center Charles Eugene Richo multi-use track, in the amount of \$41,400.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

NA

Funding Source:

N/A

APPROVED BOCC
DATE 4-17-24

Additional Information Needed for Contracts/Agreements (If Applicable)

Contract Number assigned by Contracts Management:

N/A

For non-governmental agencies, has the document been sent to the vendor for signature?

N/A

Does the document need to be recorded? If so, who will pay the recordation fee?

N/A

Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):

N/A

How many originals are needed?

One.

ATTACHMENTS:

Description

[Request Letter](#)

Upload Date

4/3/2024

Type

Cover Memo



City of Fernandina Beach

Charles L. George, P.E.

Office of the City Manager

cgeorge@fbfl.org

March 26, 2024

Nassau County Manager Taco Pope
96135 Nassau Place, Suite 1
Yulee, FL 32097

Re: Nassau County Board of County Commissioners Municipal Grant Funding Request

Dear Mr. Pope,

In response to the Nassau County Board of County Commissioners (BOCC) Municipal Grant Funding opportunity, the City Commission of the City of Fernandina Beach, Florida, convened in a regular meeting on March 19, 2024, where Resolution 2024-58 (enclosed) was unanimously approved to construct a Peck Center Charles Eugene Richo Field *multi-use track* located at 516 South 10th Street.

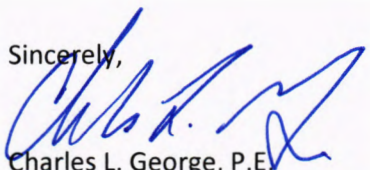
The proposed multi-use track will be eight feet wide, an estimated 1,100 feet, and will be constructed along the perimeter of the Charles Eugene Richo Field (illustration enclosed). The proposed multi-use track represents a capital improvement with a life expectancy of ten or more years, meets a public purpose and will be available for public use for field and track, sprinting, walking, and biking activities. The proposed multi-use track will also enhance special events by providing a solid surface to erect event tents and to conduct cooking activities.

The Peck Center Charles Eugene Richo Field multi-use track estimated cost is \$41,400. Due to the City of Fernandina Beach having the ability to construct the multi-use track "in-house", the BOCC grant funding opportunity dollars can be leveraged to their maximum potential. If approved, the City will utilize previously vetted and approved materials vendors and Public Works staff to complete the project in Fiscal Year 23/24.

The City Commission sincerely appreciates the Honorable BOCC's consideration to fund this worthy public purpose project which will significantly further the use of a beloved and historic community venue.

On behalf of the City Commission, thank you for your thoughtful consideration and generosity to Nassau County municipalities.

Sincerely,


Charles L. George, P.E.
Interim City Manager/City Engineer



BOCC AGENDA ITEM

Item Title: Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024

Date: 4/17/2024

Department: County Manager

Background:

On October 9, 2023, the Board of County Commissioners adopted the Municipal Grant Funding Policy. This policy sets forth the guidelines and categories governing requests for grant funds from municipalities within Nassau County. Requests for grants of General Fund ad valorem taxes may be accepted from eligible municipal organizations that plan to invest in Public Facilities within the County and shall not exceed \$50,000. The term "Public Facilities" means capital improvements that have a life expectancy of five or more years, which meet a public purpose and will be available for use by the general public.

The City of Fernandina Beach is requesting the Municipal Grant Funding to construct a Peck Center Charles Eugene Richo Field multi-use track in the amount of \$41,400. The proposed track will be eight feet wide, an estimated 1,100 feet, and will be constructed along the perimeter of the Charles Eugene Richo Field. The track will be available for public use for field and track, sprinting, walking, biking activities, and enhance special events by providing a solid surface to erect tents and conduct cooking events.

Request:

Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024 for the construction of a Peck Center Charles Eugene Richo multi-use track, in the amount of \$41,400.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Funding Municipal grant requests from General Fund, ad valorem taxes, for Public Facilities works to bring municipalities together with the County for the betterment of all residents. The Municipal Grant Funding Policy creates a standard for requests, increase transparency and support municipalities by partnering on Public Facilities serving all Nassau County residents.

Action Requested and Recommendation:

Consider the City of Fernandina Beach Municipal Grant Funding Request for FY2023-2024 for the construction of a Peck Center Charles Eugene Richo multi-use track, in the amount of \$41,400.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

NA

Funding Source:

N/A

Additional Information Needed for Contracts/Agreements (If Applicable)

Contract Number assigned by Contracts Management:

N/A

For non-governmental agencies, has the document been sent to the vendor for signature?

N/A

Does the document need to be recorded? If so, who will pay the recordation fee?

N/A

Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):

N/A

How many originals are needed?

One.

MD
4/11/24

OC
4/11/24

KB
4/11/24

HMN
4/11/24

JK
4-11-24

ST
4-11-24

KD
4/11/24

Title* Consider the City of Fernandina Beach Municipal C		Agenda Type BOCC MEETING	
Agenda Category CONSENT ITEM(S)		Create Date 4/3/2024 : 1:55 PM	
		Scheduled Meeting: BOCC MEETING 4/17/2024:9:00 AM	

Item Details	Meeting	Attachments	Comments	Inside Routing	Outside Routing	History
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Status: Closed				
Step	Group/User	Answer	Date Received	Date Answered
1	County Manager	Approved	4/8/2024 8:42 AM	4/8/2024 4:47 PM
2	Clerk of the Courts	Approved	4/8/2024 4:47 PM	4/11/2024 11:14 AM
2	Attorney	Approved	4/8/2024 4:47 PM	4/9/2024 3:12 PM

ItemDetailsPage.aspx?ItemID=11531&DeptID=2&parentPage=Items

RESOLUTION 2024-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN APPLICATION TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPAL GRANT FUNDING IN THE AMOUNT OF \$50,000, TO FUND THE PECK CENTER CHARLES EUGENE RICH0 FIELD MULTI-USE TRACK PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose; and

WHEREAS, requests for funding must be submitted in writing and describe the use of the funds, how any supplemental funding needs will be met, and how the improvements meet the definition of a public facility or public purpose; and

WHEREAS, the City Commission, at their February 6, 2024, workshop, directed staff to determine cost estimates for a Peck Center Charles Eugene Richo Field multi-use track, Central Park parking improvements, and the proposed Nassau County School Board practice field, located at 1201 Atlantic Avenue; and

WHEREAS, the City Commission has considered utilizing the BOCC municipal grant funding for one of the following projects:

- A) Central Park parking improvements (estimated cost \$125,080), OR
- B) Peck Center Charles Eugene Richo Field multi-use track (estimated cost \$41,400), OR
- C) Nassau County School Board practice field (estimated cost \$63,000)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby selects the Peck Center Charles Eugene Richo Field Multi-Use Track Project, in the estimated amount of \$41,400.00, for application consideration by the Nassau County Board of County Commissioners as a municipal grant fund project.

SECTION 2. The City Commission directs staff to prepare the application and transmit it to the Nassau County Board of County Commissioners for consideration.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 19th day of March, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

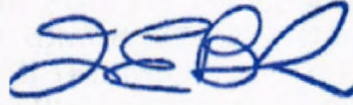
Caroline Best

CAROLINE BEST
City Clerk

Bradley M. Bean

BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

TAMMI E. BACH
City Attorney



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-88
Purchase Approval and Budget Amendment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-88.

SYNOPSIS: Staff requests approval to purchase a 2024 Jeep Wrangler Sport from Garber Chrysler Dodge Truck, Inc. This purchase was not budgeted in FY 23/24, but it was scheduled to be purchased in FY 24/25. Due to continued supply change issues, upcoming price increases, and operational review by SWFLANT, staff recommends a purchase and a budget amendment within the Law Enforcement Recovery Fund for this fiscal year. Pricing for the Jeep meets & is lower than the current cooperative bid contract pricing.

FISCAL IMPACT: Funds are available for transfer, in the amount of \$40,000, from the Law Enforcement Recovery Reserve account, 190 59990 into the Law Enforcement Recovery Equipment account, 190 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-88.

Jeremiah Glisson, Operations Director	4/30/2024
Jeff Tambasco, Police Chief	5/1/2024
Katie Newton, Paralegal	5/9/2024
Kim Briley, Deputy City Clerk	5/9/2024
Charles George, Interim City Manager	5/9/2024
Pauline Testagrose, Comptroller	5/13/2024
Tammi E. Bach, City Attorney	5/14/2024



Date: April 29, 2024

Submitted By: Catherine Sabattini, Public Works Deputy Operations Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF A 2024 JEEP WRANGLER SPORT AND ASSOCIATED EQUIPMENT FROM GARBER CHRYSLER DODGE TRUCK INC IN AN AMOUNT NOT TO EXCEED \$40,000; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, when the FY 2023/2024 Budget was prepared, this vehicle purchase was not anticipated and was not included in the budget; and

WHEREAS, due to continued supply chain issues, forthcoming price increases, and an operational review by the Navy; staff recommends expeditiously proceeding with the purchase of a 2024 Jeep Wrangler Sport and associated equipment from Garber Chrysler Dodge Truck Inc, who has provided a quote in the amount of \$36,971 (attached hereto as Exhibit A); and

WHEREAS, in addition to the vehicle purchase price, police vehicles require specialized equipment, which costs approximately \$3,000 to obtain and install per vehicle; and

WHEREAS, \$40,000 is available for transfer from the Law Enforcement Recovery Reserve account, 190 59990 into the Law Enforcement Recovery Equipment account, 190 56400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the purchase of a 2024 Jeep Wrangler Sport and associated equipment, from Garber Chrysler Dodge Truck Inc., in an amount not to exceed \$40,000, attached hereto as Exhibit A.

SECTION 2. The City Commission further approves a budget transfer in the amount of \$40,000, from the Law Enforcement Recovery Reserve account, 190 59990 into the Law Enforcement Recovery Equipment account, 190 56400.

SECTION 3. The City Clerk and the Interim City Manager are hereby authorized to execute all documentation pertaining to this purchase, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of May, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

La Brea Beach Police Department



Specification #	314
Unit Description	JLJL72

Prepared for:

Prepared by:

5/6/2024

Fernandina Beach Police Department

Attn: Jim Norman

jnorman@fbfl.org

(904) 310-3204

Garber Chrysler Dodge Truck Inc.

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3408 Hwy 17 Green Cove Springs Fl, 32043

rdavis@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other
Vehicles. If you have any questions regarding this quote please call!

[illegible]



MEMORANDUM

TO: Charles George, City Manager

FROM: Jeffrey Tambasco, Chief of Police

DATE: 04/24/2024

RE: Vehicle Purchase

During the 23/24 budget preparation period, we decided to transition from the Polaris Ranger to the Jeep Wrangler for the Land Based Law Enforcement (LBLE) Section. This decision was mainly due to the reliability and longevity of the asset. As there are two (2) officers assigned to the LBLE Section, the intent was for each of them to get assigned a Jeep Wrangler that can be used for LBLE and conventional law enforcement applications.

A letter in intent was drafted for Garber Chrysler Dodge for the purchase of one (1) Jeep Wrangler with the thought process that they would remain on the Florida Sheriff's Association Bid Award and the lead time that is involved with ordering vehicles. Once the BID Award was released, Step One Automotive was the awarded dealer. As such, we ordered one (1) Jeep Wrangler from Step One Automotive. Garber Chrysler Dodge continued to order a Jeep Wrangler based off of our letter of intent to purchase.

As of the date of this memorandum, the Jeep Wrangler from Step One Automotive has not arrived. Garber Chrysler Dodge does have one that just arrived, and they have offered it to us for a lower price (\$1,205) than the Florida Sheriff's Association Bid Award amount. If purchased, this would give us two (2) Jeep Wranglers for the Land Based Law Enforcement Section ultimately allowing us to remove one from the 24/25 budget and eliminating the approximate one (1) year lead time for ordering.

The 190- Law Enforcement Recovery Account has the funds available to accommodate this request.

State Purchasing

Chief Procurement Officer Memorandum No. 2

Effective July 1, 2023

EFFECTIVE DATE: July 1, 2023

EXPIRATION DATE: June 30, 2024

FROM: Brandon J. Spencer, Director of State Purchasing and Chief Procurement Officer

SUBJECT: Guidance Relating to Section 82 of Chapter 203-240, Laws of Florida

This memorandum is to provide guidance and clarification to State Agencies for acquiring motor vehicles in accordance with [Section 82 of Chapter 203-240, Laws of Florida](#) (SB 2502). Effective July 1, 2023 – June 30, 2024:

"...notwithstanding chapter 287, Florida Statutes, relating to the purchase of motor vehicles from a state term contract, state agencies may purchase vehicles from nonstate term contract vendors without prior approval from the Department of Management Services, provided the cost of the motor vehicle is equal to or less than the cost of a similar class of vehicle found on a state term contract and provided the funds for the purchase have been specifically appropriated."

It is the interpretation of the Division of State Purchasing that the above-mentioned section of law only exempts the requirement of using State Term Contracts for the purchase of motor vehicles if certain requirements are met. This does not exempt agencies from receiving prior approval from the Bureau of Fleet Management as required in section 287.15, Florida Statutes. In accordance with Chapter 60B-1, F.A.C, the Bureau of Fleet Management will continue to approve all leases and purchases of state motor vehicles and mobile equipment to ensure the appropriateness of each acquisition.

If a motor vehicle cannot be purchased from the Division of State Purchasing's Motor Vehicles State Term Contract, state agencies do not need to obtain State Purchasing approval to use another purchasing method. Agencies may purchase from another vendor, including those on other term contracts provided they can demonstrate the motor vehicle is equal to or less than the cost of a similar vehicle on the STC.

State Purchasing Market Analysis and Procurement Strategy

To ensure consistency in the process and compliance with the intent of the law, the following requirements should be adhered to:

- To demonstrate a cost comparison, Agencies should obtain detailed price quotes providing the Customer's Total Order Price. The Customer's Total Order Price must be equal to or less than the quote provided by a State Term Vendor for a similar make and model. To accommodate this, use of the Price Quote Form from the State Term Contract is recommended.
- There must be a similar model/class of vehicle available on the Motor Vehicles State Term Contract (25100000-23-STC) to compare pricing.
- If State Term Vendors are unable to provide the necessary quotes due to lack of availability, the agency may document the Request for Quotes and proceed with the purchase if they are able to adequately demonstrate pricing is equal to or less than price of a similar vehicle on State Term Contract.
- If the total amount of the purchase is under the Category 2 Threshold provided in section 287.017, Florida Statutes, agencies may procure the vehicle in accordance with Chapter 60A-1 F.A.C.

Additional clarifications:

- Vendors providing vehicles under this provision must meet all requirements of doing business with the State of Florida.
- The exception provided by this legislation does not allow agencies to purchase a class of vehicles not contemplated by the State Term Contract.
- "Class" is interpreted to equal "Sub-Group" as described in the Motor Vehicle State Term Contract.
- This CPO Memorandum should be attached to each purchase order issued pursuant to this provision.

This memorandum is in effect until June 30, 2024.

Brandon J. Spencer, Chief Procurement Officer
Department of Management Services

Signature: 
235E9FAF0CBC456...

Date: 6/30/2023 | 3:42 PM EDT

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-89
Grant Application - Florida Local Government Cybersecurity

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-89.

SYNOPSIS: Chapter 282.3185, Florida Statutes, was enacted in 2022 in response to the dramatic increase of municipal cyberattacks. The Local Government Cybersecurity Grant Program is a competitive grant equipping local governments with software, services, and solutions to enhance local governments' cybersecurity posture to protect their infrastructure and the data of their citizens.

The City is eligible to apply for this grant program, which has an application deadline of May 31, 2024. Notification of awards are expected in early October. This grant requires no match, the City will not expend funds to procure awarded services. However, entities which express a commitment to pursue funding to continue services receive preference during application scoring.

FISCAL IMPACT: The Information Technology Department has tentatively budgeted \$80,000 in their Contractual account, 0011310 53400, to enhance the City's cybersecurity program in fiscal year 2024-2025. If awarded, the Florida Local Government Cybersecurity Grant revenue will be recognized in the General Fund revenue account and will offset a portion of the funds budgeted by the Information Technology Department in fiscal year 2024-2025.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-89.

Dana Whicker, IT Director	5/7/2024
Lorelei Jacobs, Grants Administrator	5/13/2024
Kim Briley, Deputy City Clerk	5/13/2024
Katie Newton, Paralegal	5/13/2024
Pauline Testagrose, Comptroller	5/13/2024
Charles George, Interim City Manager	5/13/2024
Tammi E. Bach, City Attorney	5/14/2024

A handwritten signature in blue ink that reads "Susan Carless".

Date: April 24, 2024

Submitted By: Susan Carless, Member

COMMISSION ACTION: Adopt

RESOLUTION 2024-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A FLORIDA LOCAL GOVERNMENT CYBERSECURITY GRANT APPLICATION FOR CYBERSECURITY SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 282.3185, Florida Statutes, was enacted in 2022 in response to the dramatic increase of municipal cyberattacks. The Local Government Cybersecurity Grant Program is a competitive grant equipping local governments with software, services, and solutions to enhance local governments' cybersecurity posture to protect their infrastructure and the data of their citizens; and

WHEREAS, the City of Fernandina Beach is eligible to apply for this grant program, which has an application deadline of May 31, 2024. Notification of awards are expected in early October; and

WHEREAS, under this grant there is no matching requirement, the City will not expend funds to procure awarded services. However, entities which express a commitment to pursue funding to continue services receive preference during application scoring; and

WHEREAS, the Information Technology Department has tentatively budgeted \$80,000 in their Contractual account, 0011310 53400, to enhance the City's cybersecurity program in fiscal year 2024-2025. If awarded, the Florida Local Government Cybersecurity Grant will offset a portion of the funds budgeted in fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the submittal of a Florida Local Government Cybersecurity Grant application to the Florida Department Management Services which, if awarded, will provide cybersecurity services for the 2025 calendar year.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute all documentation required to apply for the grant, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMIE. BACH
City Attorney

Florida Local Government Cybersecurity Grant Application Aide

This application aide is designed to assist you by identifying the information you will need to collect to submit an official grant application through the online grants form. This document will **not be accepted** as a grant application.

The Department of Management Services, acting through the Florida Digital Service (FL[DS]), is the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures in the state of Florida (s. 282.318, Florida Statutes).

Pursuant to section 282.3185(4), Florida Statutes, each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. Dates for local government adoption of the cybersecurity standards and required notification to the FL[DS] of its compliance are also defined in section 282.3185(4), Florida Statutes.

The FL[DS] is administering the Florida Local Government Cybersecurity Grant Program to provide assistance to Florida Local Governments for the development and enhancement of cybersecurity risk management programs. This program is funded for the 2024/25 State of Florida fiscal year; however, it is contingent upon funding approval and release. Future funding for this program is subject to legislative appropriation.

* Denotes required information

ORGANIZATION/APPLICANT INFORMATION

*Organization Name: _____

*Organization Type (City, County, Clerk of Court, Property Appraiser, Sheriff's Office, Supervisor of Elections, Tax Collector, Special District, Authority, *Other*) _____

*If *Other* Subtype: _____

*Organization County: _____

*Mailing Address: _____

*City: _____

*Zip Code: _____

*Main Website Address: _____

Executive Sponsor for Grant:

*Name: _____

*Title: _____

*Primary Phone Number: _____

Secondary Phone Number: _____

*Email Address _____

Primary Contact for Grant:

*Name: _____

*Title: _____

*Primary Phone Number: _____

Secondary Phone Number: _____

*Email Address _____

Additional Contacts - Information Technology Director:

Name:	Title:
Primary Phone Number:	
Secondary Phone Number:	
Email Address	

Additional Contacts - Chief Information Security Officer or Security Manager:

Name:	Title:
Primary Phone Number:	
Secondary Phone Number:	
Email Address	

Additional Contacts – Primary Contact for Coordination of Cybersecurity Incidents:

Name:	Title:
Primary Phone Number:	
Secondary Phone Number:	
Email Address	

ABOUT YOUR ORGANIZATION:

*Total number of supported users (Staff, Contractors):

Total number of staff members dedicated to cybersecurity (Employees and Contractors):

*Annual operating budget of organization:	Total budget for cybersecurity:
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*Total number of physical sites/locations:

Local Eligibility:

*Is your organization funded or its budget approved by a county or municipality? (Y/N)

*Is your organization governed by a county or municipality? (Y/N)

*Is your organization governed by locally elected officials? (Y/N)

Are there other reasons your organization is considered to be a local entity? If so, please explain them:

ABOUT YOUR INFORMATION TECHNOLOGY ENVIRONMENT:

Does your entity provide constituent/public facing applications? (Y/N)

*Does your organization manage critical infrastructure as defined by rule 60GG-2.001(2)(a)10, F.A.C. or s. 692.201, Florida Statutes? (Y/N)

[60GG-2.001\(2\)\(a\)10, F.A.C.](#) | [s. 692.201, Florida Statutes](#)

*Total number of supported endpoints/devices (e.g. laptops, desktops, servers, mobile devices)?

Date of your most recent cybersecurity risk assessment?

What is your biggest motivation(s)/ reason(s) to apply for this grant opportunity?

FLORIDA CYBERSECURITY PROGRAM PARTICIPATION

*Are you a current awardee and active participant in the Florida Local Government Cybersecurity Program? (Y/N)

*Have you or do you have plans for the near future to participate in the [Florida Critical Infrastructure Risk Assessment](#)? (Y/N)

*Are there state cybersecurity laws or rules you are out of compliance with and require financial assistance for remediation? (Y/N) If Yes, please explain.

INTEGRATION WITH STATE CYBERSECURITY OPERATIONS CENTER (CSOC)

The State CSOC is designed to serve as a single point of ingestion for cybersecurity data and provides a multi-tenant framework that allows for relevant data sharing while preserving the sovereignty of participating entities. This data is used to monitor and detect threats across Florida's cybersecurity landscape.

*Are you willing to integrate solutions provided through this grant into the Cybersecurity Operations Center? (Y/N)

OUR COMMITMENTS TO YOU

The FL[DS] is committed to least privileged access because we believe in privacy and the minimum access required to administer the offered cyber capabilities and incident response, when requested. The following agreements will be delivered as two-party agreements with FL[DS] and your organization. They clearly describe the Florida Digital Service's intent, limitations, and restrictions. These signed agreements between FL[DS] and your organization are required within 30 days after award and prior to any solution implementation. Example riders and agreements can be found on the main Local Government Cybersecurity Grant Program webpage under the "Additional Resources" section.

- Grant Agreement
- Grantee Data Sharing Agreement
- Incident Response Rider
- Software Rider(s) as needed

Commitments document will be included as part of the post-award process and provide important assurances to your organization regarding this grant.

CYBERSECURITY CAPABILITIES

Please tell us about the following cybersecurity capabilities as it pertains to your IT environment and if you are requesting these capabilities for your organization as part of this grant opportunity. If you have questions about any of these capabilities, please contact cybersecuritygrants@digital.fl.gov.

Endpoint-Based Asset Discovery - A solution focused on infrastructure which discovers network connected devices and provide a comprehensive inventory of hardware and software assets across your enterprise. Agents are typically deployed to all laptop, desktop, and server devices.

*Are you requesting Endpoint-Based Asset Discovery capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*Percentage of your assets (Windows, Linux, MacOS) covered by this solution (if yes):

*Name of the solution(s) you have deployed (if yes):

*Provider and product/service name of your preferred solution:

(NCentral, Tanium, No Preference)

*How many computer users will be covered by this capability?

*How many devices in your environment (Windows, Linux, & MacOS) will be covered by this capability?

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

Network-Based Asset Discovery – A solution providing enterprise visibility into managed, unmanaged and Internet of Things (IoT) devices discovered via network traffic.

*Are you requesting Network-Based Asset Discovery capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*Percentage of your assets covered by this solution (if yes):

*Name of the solution(s) you have deployed (if yes):

*Provider and product/service name of your preferred solution:

(Armis, Netskope IoT Security, Tenable.IO, No Preference)

*How many physical locations (local area networks) will be covered by this capability?

*Total number of computer users in organization (include all employment types):

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

External-Facing Asset Discovery - An internet-facing attack surface discovery tool which provides a continuously updated inventory and vulnerability scanning of all global internet-facing assets to detect on-premises and cloud systems.

*Are you requesting Internet-Facing Asset Discovery capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*Percentage of your external-facing assets covered by this solution (if yes):

*Name of the solution(s) you have deployed (if yes):

*Provider and product/service name of your preferred solution:

(Palo Alto Networks Xpanse, Tenable Attack Surface Management, No Preference)

*How many external-facing assets are in your environment (publicly advertised IP addresses)?

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

Content Delivery Network – Software, including web application firewall, to manage and secure enterprise websites and APIs against DDos and targeted web app attacks while fending off adversarial bots and detecting client-side script attacks.

*Are you requesting Content Delivery Network capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*Percentage of your hostnames covered by this solution (if yes):

*Name of the solution(s) you have deployed (if yes):

*Provider and product/service name of your preferred solution:

(Akamai, Cloudflare, No Preference)

*Number of endpoints (Windows, Linux, MacOS) within your organization:

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

Endpoint Detection & Response (EDR) - An agent deployed to each endpoint (including desktops, laptops, and servers), runs autonomously on each device and monitors all processes in real-time to provide enterprise visibility, analytics, malware defense, and automated response.

*Are you requesting Endpoint Protection & Response (EDR) capabilities through this grant opportunity?

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*Percentage of your assets (Windows, Linux, MacOS) protected by this solution (if yes):

*Name of the solution(s) you have deployed (if yes):

*Provider and product/service name of your preferred solution for this year's grant (if you have a preference):

(Carbon Black, Cisco Secure Endpoint, CrowdStrike, Fortinet FortiEDR, Palo Alto Cortex Endpoint Protection, SentinelOne, No Preference)

*How many devices in your environment (Windows, Linux, MacOS) will be protected by this capability?

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

Email Security – Protects your email accounts from threats such as phishing attacks and malware.

*Are you requesting Email Security capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*As a percentage, how complete is your implementation of this solution (if yes)?

*Name of the solution(s) you have deployed (if yes):

* Provider and product/service name of your preferred solution for this year's grant

(Abnormal, Cisco Secure Email, Proofpoint, No Preference)

*Total number of named email accounts within organization (exclude shared mailboxes):

*Total number of computer users in organization (include all employment types):

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

Security Operations Platform - Providing 24/7/365 monitoring and initial incident investigations to augment your security team.

*Are you requesting Security Operations Platform capabilities through this grant opportunity? (Y/N)

If Yes Requesting:

*Do you have a solution providing this capability deployed in your environment and if so, are you currently receiving it through the Florida Digital Service? (Yes, through FL[DS]/Yes, not through FL[DS]/No)

If Yes has Solution:

*As a percentage, how complete is your implementation of this solution (if yes)?

*Name of the solution(s) you have deployed (if yes):

* Provider and product/service name of your preferred solution for this year's grant

(Chronicle SecOps, CriticalStart, CrowdStrike, Foresite, Reliaquest GreyMatter, SecureWorks XDR, Tanium SOP, Tenable.ONE, No Preference)

*Total number of staff members in organization (include all employment types):

*When is the soonest your organization will be ready to start implementing this capability from date of award?
Select one: (currently implemented, less than 30 days, 31-60 days, 61-90 days, 91-120 days, longer)

ADDITIONAL CYBERSECURITY CAPABILITY NEEDS

Please tell us about other capabilities/ solutions that you would like to see offered, the provider, and product/service name of your preferred solution (if you have a preference). Check all that apply:

Capability:	Provider and Preferred Product/Service Name:
☐ Multi-Factor Authentication (MFA)	
☐ Business Continuity (backup, disaster recovery)	
☐ Identity and Access Management	
☐ Private Access / Secure (Access) Service Edge	
☐ Security Information Event Management	
☐ Governance, Risk and Compliance	
☐ Investigation, Visualization and Reporting	
☐ Vulnerability Assessment and Management	
☐ Cybersecurity Risk Assessment Services	
☐ Cybersecurity Consulting Services	
☐ Other:	

GRANT MATCHING

*If awarded through the Florida Local Cybersecurity Grant Program, do you plan to seek funding outside of the grant program (whether through your organization's budget or seeking other funding opportunities) to continue awarded solutions? (Y/N)

If Yes:

*When would you anticipate assuming the fiscal responsibility? (CY2024/CY2025/CY2026):

*What percentage of awarded value would you anticipate assuming that year? (10-100):

ADDITIONAL INFORMATION

If you have additional information to share regarding your application, including justification, ability to provide matching funds/continued funding, explanation of needs, information on critical infrastructure, environmental factors, state resiliency or any other relevant information, please provide below or upload the information in the attachments section labeled as Additional Information.



Additional Information Attachments

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-24/25-XXX
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: XX.XXX
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
[REDACTED]

GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and [REDACTED] (Grantee). The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act, [2024-2025 GAA citation, once enacted] (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A– Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) (“DSA”), if applicable

- e. Final Implementation Plan, if applicable(s)
- 2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
- 3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
- 4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
- 5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

- 1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, “Business Day” means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 2. Primary Contacts.
 - a. **Department’s Grant Manager** (see section 215.971, F.S.).

Lacy Perkins, Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399

Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

b. Grantee's Grant Manager

[Name], [Title]
[City/County of XXX]
[XXX Street]
XXX, Florida XXXXX
Telephone: (XXX) XXX-XXXX
Email: XXXXXX@XXX.XXX

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise

provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

4. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify

the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

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

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, 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.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department 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 Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or

d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
6. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.

Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

P. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

Q. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.

2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.
3. For the avoidance of doubt, as the Grantee is a 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 to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q., liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

R. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, [2024-2025 GAA citation, once enacted], the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

S. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by 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 subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first

arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

T. Mandatory Disclosure Requirements:

- a. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- b. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- c. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal,

or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

- d. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee:

Department of Management Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

**ATTACHMENT A
SOLUTION STATEMENT OF WORK**

1. Scope of Work.

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project").

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

<Insert awarded capabilities/solution >

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 45 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.

3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution, the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate

removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE



Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, 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, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee 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 the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee 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 Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee 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 Grantee 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee 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 the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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 Grantee 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 Grantee 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 Grantee 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

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 Grantee 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 Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Paper copies:
Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399

- 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. Any reports, management letters, or other information required to be submitted to the Department 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.
4. Grantees, when submitting financial reporting packages to the Department 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 Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

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

1. Federal Program A:
N/A
2. Federal Program B:
N/A

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

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant
State Awarding Agency: Florida Department of Management Services
Catalog of State Financial Assistance Title and Number: XX.XXX
Amount: \$ _____
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-XXX between the Grantee and the Department, entered in State Fiscal Year 2024-25.

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
 1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. **CJIS Covered Data.** Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. **Disclosure of CJIS Covered Data.** The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. **Training.** The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. **Access Requirements.** Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

- C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, “PHI Covered Data” shall mean “protected health information” or “PHI,” as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
 2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a “Business Associate” of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, “FERPA”).
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, “FERPA Covered Data” shall mean student education records as defined by FERPA.
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
 2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

[Name]
[City/County of XXX]
[XXX Street]
XXX, Florida XXXXX
Telephone: (XXX) XXX-XXXX
Email: XX@XXX.com

Grantee's IT Coordinator:

[Name]
[City/County of XXX]
[XXX Street]
XXX, Florida XXXXX
Telephone: (XXX) XXX-XXXX
Email: XX@XXX.com

- B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” per section 282.3185, F.S.

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and

preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. **Grantee's Role and Responsibilities:** Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
- f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

D. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

E. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

Local Government Cybersecurity Grants Prog FL cybersecurity information is confidential and exempt from Section 119.07(1) Florida Statutes except that such information shall be available to the Auditor General, the Florida Digital Service within the department, the Cybercrime Office of the Department of Law Enforcement, and, for state agencies under the jurisdiction of the Governor, the Chief Inspector General.

Warranties and Commitments

The following warranties and commitments are made by the Florida Digital Service (FL[DS]) to the awarded local government entities.

The Local Government Cybersecurity Grants Program is funded by the State of Florida at no additional cost to your organization.

Opting into the Local Government Cybersecurity Grants Program does not require your organization to participate in future program initiatives or to implement additional security solutions.

The FL[DS] follows and will adhere to the principle of least privilege. FL[DS] will only have access to the specific data, resources, and applications needed to enable your organization with the agreed upon capabilities you request and are awarded.

In circumstances where response assistance is requested, additional or elevated access may be needed. FL[DS] will only use the access for the scope of the incident, as granted by you, and will immediately remove this access when it is no longer needed.

Your organization will maintain ownership, management, and administrative rights of your environment and the components within this program.

Your organization agrees to share telemetry data with the FL[DS] Cybersecurity Operations Center and understands that doing so does not give or transfer ownership of any of your organization's data to FL[DS].

Any documents, network maps, inventories or other cybersecurity related information shared with and held by the FL[DS] are considered confidential and exempt from Section 119.07(1) Florida Statutes and Section 24(a), Art. I of the State Constitution as prescribed in section 119.0725, Florida Statutes. The FL[DS] commits to returning any shared information to your agency if the protections in Section 119.0725, Florida Statutes, become insufficient by way of subsequent legislation.

Select Year: 2023 ▼

The 2023 Florida Statutes (including Special Session C)

[Title XIX](#)[Chapter 282](#)[View Entire Chapter](#)[PUBLIC BUSINESS](#)[COMMUNICATIONS AND DATA PROCESSING](#)**282.3185 Local government cybersecurity.—**

(1) **SHORT TITLE.**—This section may be cited as the “Local Government Cybersecurity Act.”

(2) **DEFINITION.**—As used in this section, the term “local government” means any county or municipality.

(3) **CYBERSECURITY TRAINING.**—

(a) The Florida Digital Service shall:

1. Develop a basic cybersecurity training curriculum for local government employees. All local government employees with access to the local government’s network must complete the basic cybersecurity training within 30 days after commencing employment and annually thereafter.

2. Develop an advanced cybersecurity training curriculum for local governments which is consistent with the cybersecurity training required under s. [282.318\(3\)\(g\)](#). All local government technology professionals and employees with access to highly sensitive information must complete the advanced cybersecurity training within 30 days after commencing employment and annually thereafter.

(b) The Florida Digital Service may provide the cybersecurity training required by this subsection in collaboration with the Cybercrime Office of the Department of Law Enforcement, a private sector entity, or an institution of the State University System.

(4) **CYBERSECURITY STANDARDS.**—

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

(b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

(5) **INCIDENT NOTIFICATION.**—

(a) A local government shall provide notification of a cybersecurity incident or ransomware incident to the Cybersecurity Operations Center, Cybercrime Office of the Department of Law Enforcement, and sheriff who has jurisdiction over the local government in accordance with paragraph (b). The notification must include, at a minimum, the following information:

1. A summary of the facts surrounding the cybersecurity incident or ransomware incident.
2. The date on which the local government most recently backed up its data; the physical location of the backup, if the backup was affected; and if the backup was created using cloud computing.
3. The types of data compromised by the cybersecurity incident or ransomware incident.
4. The estimated fiscal impact of the cybersecurity incident or ransomware incident.

5. In the case of a ransomware incident, the details of the ransom demanded.

6. A statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.

(b)1. A local government shall report all ransomware incidents and any cybersecurity incident determined by the local government to be of severity level 3, 4, or 5 as provided in s. 282.318(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of the ransomware incident. The report must contain the information required in paragraph (a).

2. The Cybersecurity Operations Center shall notify the President of the Senate and the Speaker of the House of Representatives of any severity level 3, 4, or 5 incident as soon as possible but no later than 12 hours after receiving a local government's incident report. The notification must include a high-level description of the incident and the likely effects.

(c) A local government may report a cybersecurity incident determined by the local government to be of severity level 1 or 2 as provided in s. 282.318(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government. The report shall contain the information required in paragraph (a).

(d) The Cybersecurity Operations Center shall provide a consolidated incident report on a quarterly basis to the President of the Senate, the Speaker of the House of Representatives, and the Florida Cybersecurity Advisory Council. The report provided to the Florida Cybersecurity Advisory Council may not contain the name of any local government, network information, or system identifying information but must contain sufficient relevant information to allow the Florida Cybersecurity Advisory Council to fulfill its responsibilities as required in s. 282.319(9).

(6) AFTER-ACTION REPORT.—A local government must submit to the Florida Digital Service, within 1 week after the remediation of a cybersecurity incident or ransomware incident, an after-action report that summarizes the incident, the incident's resolution, and any insights gained as a result of the incident. By December 1, 2022, the Florida Digital Service shall establish guidelines and processes for submitting an after-action report.

History.—s. 3, ch. 2022-220.

FL [DIGITAL SERVICE]

[TIMELINE](#)[FAQS](#)[CAPABILITIES](#)[DOCUMENTS](#)[UPDATES](#)[APPLICATION](#)

FREQUENTLY ASKED QUESTIONS

For the latest information and guidance on the Florida Local Government Cybersecurity Grant Program, including how to navigate the application process, the difference between rounds, and specifics on cybersecurity solutions and integration with the State's Cybersecurity Operations Center (CSOC), refer to our FAQ section below. More FAQs will be added as the program evolves to address emerging needs and inquiries.

QUESTIONS:

- [1. What's the difference between YEAR 1 and YEAR 2 of the program?](#)
- [2. What is the difference between ROUND 1 and ROUND 2?](#)
- [3. What was that about a lapse in services?](#)
- [4. We've submitted our applications. Now what?](#)
- [13. What is the term of the grant?](#)
- [14. When do I have to apply? What are the timelines?](#)
- [15. Do I have to integrate with the CSOC?](#)
- [16. Do I have to complete Florida Critical Infrastructure Risk Assessment?](#)
- [17. Do I need to match funds?](#)

- | | |
|--|---|
| <u>5. If my local government was in the FY 2022-23 program, can we switch providers or add new capabilities?</u> | <u>18. Is this different from State and Local Cybersecurity Grant Program (SLCGP)?</u> |
| <u>6. Who can sign the grant agreement?</u> | <u>19. Will there be continued funding in the 2025/2026 fiscal year?</u> |
| <u>7. Is my local government's cybersecurity information subject to public records?</u> | <u>20. Does this grant provide funding or capabilities?</u> |
| <u>8. How can I submit revised information or additional information after submitting my grant application?</u> | <u>21. Who can I contact for more information or assistance?</u> |
| <u>9. Can I save my application and return later to submit?</u> | <u>22. Do I need a new grant agreement?</u> |
| <u>10. When will solutions be awarded?</u> | <u>23. Do we need to apply in both rounds if we're keeping some services and changing others?</u> |
| <u>11. Who should apply?</u> | <u>24. What if we want to make changes to our application after submitting it?</u> |
| <u>12. Do I have to reapply?</u> | |

Q: WHAT'S THE DIFFERENCE BETWEEN YEAR 1 AND YEAR 2 OF THE PROGRAM?

A: The Florida Local Government Cybersecurity Grant Program made its first debut in FY 2022-23, making that **YEAR 1** of the grant program. Entities which were awarded grants for that year are still benefitting from FL[DS]-provided capabilities.

For the upcoming **YEAR 2** (FY 2024-25), those prior awardees have the opportunity to either continue those same capabilities (ROUND 1), or choose

different capabilities and join new applicants applying for capabilities for the first time (ROUND 2).

Q: WHAT IS THE DIFFERENCE BETWEEN ROUND 1 AND ROUND 2?

A: To minimize the risk of a lapse in services, we have established two ROUNDS of grant awards.

- **ROUND 1** allows local governments the option to apply for cybersecurity capabilities that are currently implemented and operational within their environments.
 - **ROUND 2** allows local governments new to the program—or existing grantees—the option of applying for new cybersecurity capabilities.
-

Q: WHAT WAS THAT ABOUT A LAPSE IN SERVICES?

A: Because the funds are coming from the YEAR 2 (FY 2024–25) budget, we are working with the vendor community with the goal of keeping services online until new contracts can be executed. Being responsive to any follow-up questions and returning the signed grant agreement by June 21 will keep us on track to minimize possible disruptions.

Q: WE’VE SUBMITTED OUR APPLICATIONS. NOW WHAT?

A: Please monitor your inbox and phone in case we have follow-up questions about your application. We plan to issue awards and corresponding grant agreements in early May, followed by licenses in early to mid-July.

Q: IF MY LOCAL GOVERNMENT WAS IN THE YEAR 1 (FY 2022-23) PROGRAM, CAN WE SWITCH PROVIDERS OR ADD NEW CAPABILITIES?

A: Sure, but those specific changes will move to the ROUND 2 group which will not be considered until later in the year.

Q: WHO CAN SIGN THE GRANT AGREEMENT?

A: As you can imagine, signature authority varies greatly across counties, municipalities, and the State of Florida. While we can't provide guidance for each awardee, the Florida Digital Service will accept the executed grant agreement with the understanding that it was signed by a representative who has the authority to execute and accept the terms and conditions.

Q: IS MY LOCAL GOVERNMENT'S CYBERSECURITY INFORMATION SUBJECT TO PUBLIC RECORDS?

A: Florida's sunshine laws contain an exemption for existing and proposed information technology, which includes cybersecurity grant applications, awards, and the specific capabilities awarded. Therefore, the grant and any corresponding documentation are exempt from public records and public meetings requirements under section 119.07(1), F.S. and section 286.011, F.S.

Q: HOW CAN I SUBMIT REVISED INFORMATION OR ADDITIONAL INFORMATION AFTER SUBMITTING MY GRANT APPLICATION?

A: An applicant can email additional or supplemental information to cybersecuritygrants@digital.fl.gov.

Q: CAN I SAVE MY APPLICATION AND RETURN LATER TO SUBMIT?

A: Entities are required to complete their application once it has been started. A full version of the application is available for download [here](#). You can use

this DOCX version to collect all the required information before starting the submission process.

Q: WHEN WILL SOLUTIONS BE AWARDED?

A: We plan to issue licenses for ROUND 1 (existing partners) in early July and Round 2 (new partners) later in the year (based on the remainder of funds). Keep in mind that those are estimated dates that are subject to change.

Q: WHO SHOULD APPLY?

A: Local Governments including:

- Boards of County Commissioners
 - Cities/Mayor's Office
 - Clerks of Courts
 - First Responders (Police/Sheriff or Fire Districts)
 - Property Appraiser's Offices
 - Tax Collector's Offices
 - Infrastructure (Utility, Aviation, Port Authority, etc.)
 - Supervisor of Elections Offices
 - Special Districts
-

Q: DO I HAVE TO REAPPLY?

A: Yes, in order to receive continuation of the current capabilities provided by the YEAR 1 (2022-23) FL Local Government Grant Program you will have to apply to the YEAR 2 (2024-25) grant program

Q: WHAT IS THE TERM OF THE GRANT?

A: If awarded, the services will be provided for a period of 12 months, depending on the capabilities requested by the applicant.

Q: WHEN DO I HAVE TO APPLY? WHAT ARE THE TIMELINES?

A: See [Timeline](#) section of cybergrants.fl.gov.

Q: DO I HAVE TO INTEGRATE WITH THE CSOC?

A: No—but 96% of recipients did in YEAR 1 (FY 2022–23). By integrating with the FL CSOC you will be part of the larger Florida cyber enterprise and have better access to cyber threat monitoring, reporting, and resources to help manage your cyber terrain.

Q: DO I HAVE TO COMPLETE FLORIDA CRITICAL INFRASTRUCTURE RISK ASSESSMENT?

A: No, but entities that have completed or commit to completing the [Florida Critical Infrastructure Risk Assessment](#), will receive preference during application scoring and selection.

Q: DO I NEED TO MATCH FUNDS?

A: This program does not have a matching requirement. However, entities that have expressed a commitment to pursue funding outside of the grant program to continue services after this year's grant services end, will receive preference during application scoring and selection.

Q: IS THIS DIFFERENT FROM STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP)?

A: Yes: the SLCGP is a federally funded cybersecurity grant and offers funding for your cyber initiatives if awarded. The FL local cybersecurity grant awards capabilities for your entity and does not distribute funds. The capabilities are purchased on your behalf and because of the volume of the purchase significant savings are realized in the purchase.

Q: WILL THERE BE CONTINUED FUNDING IN THE 2025/2026 FISCAL YEAR (YEAR 3)?

A: Funding for the Florida Local Cybersecurity Grant Program is provided though a state budget appropriation on a year-to-year basis.

Q: DOES THIS GRANT PROVIDE FUNDING OR CAPABILITIES?

A: The Florida Digital Service's primary focus is enabling local entities with capabilities that integrate with the State's Cybersecurity Operations Center. This allows the Florida Digital Service to purchase at scale, provide an enterprise support model, provide informed Incident Response services, and monitor for threats and vulnerabilities. However, if there are critical needs that cannot be met by providing capabilities (existing or future), we would love to know about them in consideration of this grant opportunity. Feel free to document these needs in the Additional Needs section of the application; instructions are provided.

Q: WHO CAN I CONTACT FOR MORE INFORMATION OR ASSISTANCE?

A: For information or assistance with the Florida Local Government Cybersecurity Grant Program, please reach out to us via email at

cybersecuritygrants@digital.fl.gov. Our team is ready to provide the support you need.

Q: DO I NEED A NEW GRANT AGREEMENT?

A: Yes, you will need a new grant agreement for the continuation of your capabilities, to change capabilities, and for new capabilities.

Q: DO WE NEED TO APPLY IN BOTH ROUNDS IF WE'RE KEEPING SOME SERVICES AND CHANGING OTHERS?

A: You don't need to apply twice, but you can wait to apply for the new or different services until Round 2's May 31 deadline. The most important date is April 30 if you wish to apply for the same services and providers.

Q: WHAT IF WE WANT TO MAKE CHANGES TO OUR APPLICATION AFTER SUBMITTING IT?

A: You can email minor changes to cybersecuritygrants@digital.fl.gov. For major changes such as additional capabilities, please complete a new application for those capabilities and shoot us an email so we can match them to your original application.

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-90
Grant Application - U.S. Department of Homeland Security Port Security Grant Program (PSGP)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-90.

SYNOPSIS: Authorizes the submission of one Department of Homeland Security (DHS) Port Security Grant Program (PSGP) grant application for the purpose of procuring an All Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel.

FISCAL IMPACT: This grant application requires 25% match from the City. The All Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel will cost approximately \$500,000 requiring \$125,000 in City matching funds. If approved, \$500,000 for the CBRNE vessel will be budgeted in FY 2024/2025 Fire Department Equipment account, 300 2200 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-90.

Ty Silcox, Fire Chief	4/29/2024
Jeff Tambasco, Police Chief	5/10/2024
Kim Briley, Deputy City Clerk	5/10/2024
Jeff Tambasco, Police Chief	5/10/2024
Pauline Testagrose, Comptroller	5/10/2024
Charles George, Interim City Manager	5/13/2024
Tammi E. Bach, City Attorney	5/13/2024

Date: April 26, 2024

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2024-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) PORT SECURITY GRANT PROGRAM (PSGP); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Homeland Security (DHS) Port Security Grant Program (PSGP) provides funds to state, local, territorial, and private sector maritime partners to support increased port-wide risk management and protect critical marine transportation system infrastructure from acts of terrorism, major disasters, and other emergencies; and

WHEREAS, although servicing a small town with a resident population of 13,199, the Fernandina Beach Fire Department is an All Hazards Fire Department responsible for the protection of residents, hundreds of thousands of annual visitors, a municipal airport, and, on the Amelia Riverfront, a marina, two growing paper and wood processing mills, a railroad, and a Port with a growing transport of combustible material; and

WHEREAS, the Fernandina Beach Fire Department requests that the City Commission authorize submission of a grant application to the Department of Homeland Security (DHS) Port Security Grant Program (PSGP) for the purpose of procuring an All Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel to provide increased water-side protection from acts of terrorism, other violence, and property and/or environmental damage; and

WHEREAS, the DHS PSGP will, if awarded, provide 75% of the approximately \$500,000 cost of the CBRNE vessel and the City must provide 25%, or \$125,000, of the costs; and

WHEREAS, funds for the CBRNE vessel will be budgeted in the FY 2024/2025 Fire Department Equipment account, 300 2200 56400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the submission of one grant application to the U.S. Department of Homeland Security (DHS) Port Security Grant Program (PSGP) to procure an All Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel.

SECTION 2. The City Commission hereby authorizes that \$500,000 for the CBRNE vessel will be budgeted in the FY 2024/2025 Fire Department Equipment account, 300 2200 56400.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute documents relating to the DHS PSGP grant application, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall become effective immediately upon adoption.

ADOPTED this 21st day of May, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Port Security Grant Program

Release Date: Apr 16, 2024

[Download a PDF version of this webpage.](#)

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at:
<https://sam.gov/content/entity-registration>.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov:
<https://www.grants.gov/forms/forms-development/planned-uei-updates>.

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7. Appropriation Authority for Program
8. Announcement Type
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10. Program Overview, Objectives, and Priorities
11. Performance Measures

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1. Available Funding for the NOFO: \$90,000,000
2. Period of Performance: 36 months
3. Projected Period of Performance Start Date(s): September 1, 2024
4. Projected Period of Performance End Date(s): August 31, 2027
5. Projected Budget Period(s)
6. Funding Instrument Type: Grant

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FEMA

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number



FEMA

97.056

3. Assistance Listings Title

Port Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2024 Port Security Grant Program (PSGP)

5. Funding Opportunity Number

DHS-24-GPD-056-00-99

6. Authorizing Authority for Program

Section 102 of the Maritime Transportation Security Act of 2002 (Pub. L. No. 107-295, as amended) (46 U.S.C. § 70107)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, "Protection, Preparedness, Response, and Recovery"

8. Announcement Type

Initial

9. Program Category

Preparedness: Infrastructure Security

10. Program Overview, Objectives and Priorities

a. Overview

The Fiscal Year (FY) 2024 Port Security Grant Program (PSGP) is one of four grant programs that constitute DHS/FEMA's focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of



measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The PSGP provides funds to state, local, territorial, and private sector maritime partners to support increased port-wide risk management and protect critical marine transportation system infrastructure from acts of terrorism, major disasters, and other emergencies. Cumulative funding of PSGP since inception (2001) to present includes approximately **\$3,288,610,706** for approximately **4,800** grant awards dedicated specifically for enhancing maritime security capabilities throughout U.S. ports.

For FY 2024, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.^[1] The threat profile has changed in the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists, who represent one of the most persistent threats to the nation today^[2]. Therefore, for FY 2024, DHS has identified two priority areas related to some of the most serious threats that recipients should address with their PSGP funds for enhancing maritime security. These two priority areas are enhancing cybersecurity and enhancing the protection of soft targets/crowded places. DHS also will continue to forge partnerships to strengthen information sharing and collaboration in each of these priority areas.

For FY 2023, 403 applications were received and 299 approved for funding. For a full list of recipients, please refer to [Information Bulletin \(IB\) 490a](#).

b. Goals, Objectives, and Priorities

Goals: The goal of PSGP is strengthened port-wide risk management and protection of critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Objectives: PSGP provides resources that support port authorities, facility operators, and state, local, and territorial agencies to meet the following objectives:



FEMA

1. Build and sustain core capabilities of maritime infrastructure systems in annual national priority areas, including for FY 2024 the priorities of enhancing cybersecurity and enhancing the protection of soft targets/crowded places.
2. Address and close gaps identified in Area Maritime Transportation Security Plans and Facility Security Plans.
3. Implement a comprehensive and coordinated (all-inclusive) approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

Priorities: Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2024, two areas warrant the most concern:

1. Enhancing cybersecurity; and
2. Enhancing the protection of soft targets/crowded places.

For more information about these priorities, see [Section D.10.b](#).

Likewise, there are several enduring security needs that crosscut the homeland security enterprise. The following are second-tier priorities that help recipients implement a comprehensive approach to securing critical maritime transportation infrastructure:

3. Effective planning;
4. Training and awareness campaigns;
5. Equipment and capital projects; and
6. Exercises.

The table below provides a breakdown of these priority areas for the FY 2024 PSGP, showing both the core capabilities impacted, as well as examples of eligible maritime security project types for each area. More information on allowable investments can be found in the Funding Restrictions and Allowable Costs section below. As discussed in Section E, projects that sufficiently address one or more of the two National Priorities (enhancing cybersecurity or enhancing the protection of soft targets/crowded places) will have their final review scores increased by a multiplier of 20%.



FEMA

FY 2024 PSGP Funding Priorities

All priorities in this table concern the Safety and Security and Transportation Lifelines.

National Priorities

Priority Areas	Core Capabilities	Example Project Types
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FEMA

Enhancing Cybersecurity	Cybersecurity Intelligence and information sharing Planning Public information and warning Operational coordination Screening, search, and detection Access control and identity verification Supply chain integrity and security Risk management for protection programs and activities Long-term vulnerability reduction Situational assessment Infrastructure systems Operational communications	Cybersecurity risk assessments Projects that address vulnerabilities identified in cybersecurity risk assessments Improving cybersecurity of critical infrastructure to meet minimum levels identified by Cybersecurity and Infrastructure Security Agency, and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) or equivalent Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) Cybersecurity training and planning
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FEMA

Enhancing the Protection of Soft Targets and Crowded Places	Operational coordination Public information and warning Intelligence and Information Sharing Interdiction and disruption Screening, search, and detection Access control and identity verification Physical protective measures Risk management for protection programs and activities	Operational coordination Public information and warning Intelligence and Information Sharing Interdiction and disruption Screening, search, and detection Access control and identity verification Physical protective measures Risk management for protection programs and activities
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Enduring Needs

Priority Areas	Core Capabilities	Example Project Types
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Planning	Planning Risk management for protection programs and activities Risk and disaster resilience assessment Threats and hazards identification Operational coordination Community resilience	Development of: Port-wide Security Risk Management Plans Continuity of Operations Plans Response Plans Port-wide and/or asset-specific vulnerability assessments Assessments should consider the impacts of climate change on investments to close identified security gaps Efforts to strengthen governance integration between/among regional partners
Training and Awareness	Long-term vulnerability reduction Public information and warning Operational coordination Situational assessment Community resilience	Active shooter training, including integrating the needs of persons with disabilities Shipboard firefighting training Public awareness/preparedness campaigns Maritime domain awareness projects



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Equipment and Capital Projects	Long-term vulnerability reduction	Implementing risk management projects that support port resilience and recovery
	Infrastructure systems	Implementing physical security enhancement projects
	Operational communications	Transportation Worker Identification Credential projects
	Interdiction and disruption	Sharing and leveraging intelligence and information
	Screening, search, and detection	Chemical, Biological, Radiological, Nuclear, and Explosive prevention, detection response and recovery equipment
	Access control and identity verification	
	Physical protective measures	Unmanned Aircraft Systems and detection technologies
	Supply chain integrity and security	
	Threats and hazards identification	
	Infrastructure systems	
	Intelligence and information sharing	



FEMA

Exercises	Long-term vulnerability reduction Operational coordination Operational communications Community resilience	Response exercises
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c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the PSGP supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines three bold, ambitious goals in order to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The PSGP supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

11. Performance Measures

Performance metrics for this program are as follows:



- Percentage of funding allocated by the recipient to core capabilities to build or sustain the national priorities identified in the section above.

B. Federal Award Information

1. Available Funding for the NOFO: **\$90,000,000**

2. Period of Performance: **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the [Preparedness Grants Manual](#) (FM-207-23-001).

3. Projected Period of Performance Start Date(s): **September 1, 2024**

4. Projected Period of Performance End Date(s): **August 31, 2027**

5. Projected Budget Period(s) : **There will be only a single budget period with the same start and end dates as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”**



C. Eligibility Information

1. Eligible Applicants

All entities subject to an AMSP, as defined by 46 U.S.C. § 70103(b), may apply for PSGP funding. Eligible applicants include but are not limited to port authorities, facility operators, and state, local, and territorial government agencies. A facility operator owns, leases, or operates any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the United States. Examples of facility operators include, but are not limited to terminal operators, ferry systems, bar/harbor pilots, and merchant's exchanges. See the "Applications Submitted by Eligible Entities" section below for further detail.

2. Applicant Eligibility Criteria

Pursuant to the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295, as amended, DHS established a risk-based grant program to support maritime security risk management. Funding is directed towards the implementation of AMSPs, Facility Security Plans (FSP), and Vessel Security Plans (VSP) among port authorities, facility operators, and state and local government agencies that are required to provide port security services. In administering the grant program, national, economic, energy, and strategic defense concerns based upon the most current risk assessments available will be considered.

Port Area Definition

A Port Area is a location on a coast, shore, or inland waterway containing one or more harbors where vessels can dock and transfer people or cargo to or from land. For the purposes of the PSGP, eligible ports included those identified by the U.S. Army Corps of Engineers (USACE) Principal Port List (PPL), as well as unlisted ports which have the presence of MTSA-regulated facilities.

Applications Submitted by Eligible Entities

**FEMA**

Subject to the information and exceptions in this section, ***an eligible entity may submit only one application within each Port Area. An application may contain up to five Investment Justifications (IJs).*** See Section D, below, for further instructions regarding IJs.

- A single eligible entity may have multiple facilities, departments, subcomponents, or agencies operating within a Port Area. ***FEMA will generally view multiple agencies within a local government (e.g., police department, fire department, emergency management office) operating within one Port Area as a single eligible entity.*** An applicant's Employer Identification Number (EIN) will help inform FEMA's determination of which applicants may constitute a single eligible entity.
- An eligible entity operating multiple facilities, departments, subcomponents, or agencies within a single Port Area may choose to submit separate applications for facilities, departments, subcomponents, or agencies within it, but any such separate applications will be considered part of the same eligible entity for purposes of the cost-share requirements, as discussed later in this NOFO.
- If a single eligible entity chooses to have its components submit separate applications, each individual facility, department, subcomponent, or agency of that single eligible entity should submit no more than one application. For example, a police department should submit no more than one collective application. If an individual facility, department, subcomponent, or agency of an eligible entity submits more than one application for a single Port Area, FEMA reserves the discretion to consolidate the projects or determine which application(s) to approve or deny.
- Funding allocation decisions are based partially on Port Area risk. Therefore, ***no single application should include IJs for projects intended to be implemented in multiple Port Areas.*** For example, a state agency or facility operator that operates in multiple Port Areas must submit separate applications to fund projects in each Port Area.
 - Exception: "Hub and spoke" cybersecurity projects may affect a parent organization's multiple eligible entities in multiple Port Areas. Such projects may be submitted within a primary Port Area for the project implementation. Proportionally, costs associated with *entities or subcomponents that are not covered under an AMSP and are not instrumental to enhancing maritime security* must not be included in the



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detailed budget worksheet or IJ and thereby prorating the cost of the project only to those facilities that are covered by the AMSP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a **current employee, personnel, official, staff, or leadership** of the non-federal entity; and 2) **duly authorized to apply** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) and Signatory Authority (SA) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR or SA of the recipient. It is the sole responsibility of the recipient to keep their points of contact for the organization up-to-date and accurate in all federal systems.**

Compliance with Maritime Security Regulations

As a condition of eligibility, all PSGP applicants must be fully compliant with relevant Maritime Security Regulations (33 C.F.R. Parts 101-106). Any applicant who, as of the grant application deadline, has an open or outstanding Notice of Violation (NOV) will not be considered for PSGP funding if:

1. The applicant has failed to pay the NOV within 45 days of receipt of the NOV and the applicant has failed to decline the NOV within 45 days of receipt of the NOV, resulting in the U.S. Coast Guard (USCG) entering a finding of default in accordance with 33 C.F.R. § 1.07- 11(f)(2); or
2. The applicant appealed the NOV pursuant to 33 C.F.R § 1.07-70 and received a final appeal decision from the Commandant, USCG, as described in 33 C.F.R. § 1.07-75, and failed to come into compliance with the terms of the final appeal decision within the timelines noted herein.

The local USCG Captain of the Port (COTP) will verify security compliance eligibility during the field review process. Eligibility does not guarantee grant funding..



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Ferry Systems

Ferry systems are eligible to apply for FY 2024 PSGP funds. However, any ferry system electing to participate (e.g., submit an application) under the FY 2024 PSGP will not be eligible to participate (e.g., submit an application) under the FY 2024 Transit Security Grant Program (TSGP) and will not be considered for funding under the FY 2024 TSGP. Likewise, any ferry system that participates in the FY 2024 TSGP will not be eligible for funding under the FY 2024 PSGP.

Subawards

Subawards are prohibited under PSGP. Applicants are also prohibited from applying on behalf of other, separate entities. Notwithstanding this prohibition, however, community-based projects, to include planning, training, exercises, and port-wide cyber vulnerability assessments and cyber interoperability projects that may include multiple beneficiaries (e.g., a port authority hosts a large training session or exercise) in which the applicant applies for and administers the grant award are allowable. Only the eligible applicant is permitted to take ownership of PSGP-funded equipment and other non-consumables until disposition actions are required.

3. Subawards and Beneficiaries

a. *Subaward allowability*

Subawards are prohibited under the PSGP. Applicants are also prohibited from applying on behalf of other, separate entities. Notwithstanding this prohibition, however, community-based projects, to include planning, training, exercises, and port-wide cyber vulnerability assessments and cyber interoperability projects that may include multiple beneficiaries (e.g., a port authority hosts a large training session or exercise) in which the applicant applies for and administers the grant award are allowable. Only the eligible applicant is permitted to take ownership of PSGP-funded equipment and other non-consumables until disposition actions are required.



b. Beneficiaries or Participants

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Restrictions

a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

5. Cost Share or Match

The FY 2024 PSGP has a cost-share requirement. The non-federal entity contribution can be cash (hard match) or third-party in-kind (soft match), with the exception of construction activities, which must be a cash (hard) match. In-kind contributions are defined as third-party contributions per 2 C.F.R. § 200.306.

All applicants will be required to commit to the cost-share requirement of each project at the time of application. ***The required cost share is based on and calculated against the total of all PSGP funds awarded to an eligible entity as described in the “Applications Submitted by Eligible Entities” section above during this fiscal year within a single Port Area.*** For example, if an entity operates multiple facilities under the same UEI within the same Port Area and each facility requests projects exempt of cost share due to being \$25,000 or less, FEMA will view these projects collectively for purposes of determining the appropriate cost share and a cost share will be required if the total exceeds \$25,000. As a result, multiple components within a single eligible entity (i.e., port authority, facility operator, local government, or state government) are strongly



encouraged to coordinate their applications if they apply separately (even if addressing multiple, disparate projects within the Port Area) for these cost share purposes.

Public-Sector Cost Share

All public sector and non-governmental, nonprofit PSGP award recipients—meaning recipients other than private, for-profit entities—must provide a non-federal entity contribution supporting 25% of the total of all project costs as submitted in the application and approved in the award. The non-federal contribution should be specifically identified for each proposed project. The non-federal contribution, whether cash or third-party in-kind match, has the same eligibility requirements as the federal share (e.g., operational costs for routine patrols are ineligible, and operational costs for overtime to conduct an approved exercise may be eligible as part of the IJ) and must be justified as part of the project within the investment justification. For example, if the federal award for a public sector recipient requires a 25% cost share and the total project cost is \$100,000, then:

- Federal share is 75% of \$100,000 = \$75,000
- Recipient cost share is 25% of \$100,000 = \$25,000

Because the statute at 46 U.S.C. § 70107(c)(1) states that the federal share shall not exceed 75% of the total cost, any application of the percentages that would result in a decimal will be rounded down in favor of the federal share not exceeding 75%, even if normal rounding standards would indicate rounding up in certain instances.

In accordance with Public Law 96-205, title VI, section 601, Mar. 12, 1980 as amended, 48 U.S.C. § 1469a(d), and OMB Controller Alert CA-23-04, Waiving Matching Fund Requirements for Insular Areas (Feb. 6, 2023) agencies are required to waive any requirement for local matching funds for grants to an Insular Area under \$200,000, when the match is otherwise required by law. Insular Areas include the U.S. territories of American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. For the four Insular Areas, agencies may waive the requirement for matching where the local match amount otherwise required by law is \$200,000 or greater. For amounts \$200,000 or greater it is at the applicable program's discretion to waive cost shares either in



part or in total.

Private-Sector Cost Share

Private, for-profit PSGP award recipients must provide a non-federal entity contribution supporting 50% of the total of all project costs as submitted in the application and approved in the award. The non-federal entity contribution should be specifically identified for each proposed project. The non-federal contribution, whether cash (hard) or third-party in-kind (soft), has the same eligibility requirements as the federal share (e.g., operational costs for routine patrols are ineligible, and operational costs for overtime to conduct an approved exercise may be eligible as part of the IJ) and must be justified as part of the project within the IJ. For example, if the federal award for a private sector recipient requires a 50% cost share and the total project cost is \$100,000, then:

- Federal share is 50% of \$100,000 = \$50,000
- Recipient cost share is 50% of \$100,000 = \$50,000

Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. ***If actual total project costs exceed the projected total project costs stated in the Federal Award, the recipient will not receive any additional federal funding and will be responsible for contributing additional funds above the required cost match.*** If actual total project costs are less than the projected total project costs stated in the federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

Cash and third-party in-kind matches must consist of eligible costs (i.e., same allowability as the federal share) and must be identified as part of the submitted detailed budget worksheet. A cash-match includes cash spent for project-related costs, while a third-party in-kind match includes the valuation of in-kind services. The cost match requirement for the PSGP award may not be met by funds from another federal grant or assistance program, or by funds used to meet matching requirements for another federal grant program, unless otherwise permitted by federal statute. Likewise, third-party in-kind matches used to meet the matching requirement for the PSGP award may not be used to meet matching requirements for any other federal grant program. Additionally, normal routine operational costs cannot be used as a cost match unless a completely new capability is being



awarded and must be justified as “reasonable and necessary” to complete the project. Please see 2 C.F.R. § 200.306, as applicable, for further guidance regarding cost matching.

Exceptions to the Cost Match Requirements

The following exceptions to the cost match requirement may apply:

- **Port-Wide Benefit:** The cost match requirements for projects that have a port-wide benefit need only to be funded at the public-sector matching fund level of 25% (with a federal share not to exceed 75% per 46 U.S.C. § 70107(c)(1)). These projects must be certified by the COTP as having a port-wide benefit. Examples of projects with a port-wide benefit include, but are not limited to:
 - Port-wide planning, training, and exercises;
 - Security camera systems with shared access;
 - Response vessels; and
 - Other maritime domain awareness systems.
- **\$25,000 or Less:** There is no matching requirement for grant awards where the total project cost for all projects under the award is \$25,000 or less in accordance with 46 U.S.C. § 70107(c)(2)(A). If multiple small projects for the same Port Area by the same entity (i.e., same UEI) are submitted totaling more than \$25,000 under this exemption, a cost match is required to be demonstrated at the time of application.
- **Public Safety Personnel Security Zone Training:** There is no matching requirement for grants to train public safety personnel in the enforcement of security zones as defined by 46 U.S.C. § 70132 or in assisting in the enforcement of such security zones. Per 46 U.S.C. § 70132(d), the term “public safety personnel” includes any federal, state (or political subdivision thereof), territorial, or tribal law enforcement officer, firefighter, or emergency response provider.
- **Waiver Requests:** Requests for cost match waivers as outlined in 46 U.S.C. § 70107(c) may be considered for successful applicants only after awards have been made. Applicants must have demonstrated the ability to comply with the cost match requirement at the time of application and since being awarded the grant, have experienced significant financial constraints as outlined in



[DHS/FEMA Information Bulletin \(IB\) 376](#), (i.e., specific economic issues preclude provision of the cost share identified in the original grant application). Cost share waiver requests that do not demonstrate new, post-award difficulties and cost share waivers submitted at the time of application will not be considered. Cost share waiver requests must comply with the process identified in [IB 376](#).

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date: 04/16/2024

b. Application Submission Deadline: 06/24/2024 at 5 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good



cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

**c. Anticipated Funding Selection Date:
August 23, 2024**

No later than

**d. Anticipated Award Date:
than September 30, 2024**

No later

e. Other Key Dates:



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Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov))

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

1. Be registered in Sam.Gov before application submission.
2. Provide a valid UEI in its application.



3. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- In the application, provide an UEI number;
- Have an account with login.gov;
- Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema->



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[go/startup;](#)

- Submit the complete application in FEMA GO; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.



For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:

<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.



d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to:

<https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to:

<https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

i. Additional SAM Reminders

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE."



Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

ii. Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge



Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D. of this NOFO, in the subsection “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.



10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 - **For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A**
- **SF-424B, Standard Assurances (Non-Construction)**
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B**
- **SF-LLL, Disclosure of Lobbying Activities**

b. Program-Specific Required Forms and Information

The following program-specific forms or information are required to be submitted in [FEMA GO](#):

- Associated Investment Justification (IJs) template with detailed budget(s); and



- Associated Memoranda of Understanding (MOU)/Memoranda of Agreement (MOA).

i. Priority Investments

Cybersecurity

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism at maritime infrastructure facilities. Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals](#), and the [National Institute of Standards and Technology](#).

Soft Targets and Crowded Places

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, cruise terminals, ferry systems/terminals, and similar facilities. Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#).

ii. Investment Justification (IJ)

As part of the FY 2024 PSGP application process, applicants must use the current Office of Management and Budget (OMB) approved IJ template on Grants.gov to address each initiative being proposed for funding, including a project's management and administration (M&A) costs. Applications submitted that do not use the OMB approved IJ template as provided will not be considered for funding.



Applications with modified data fields, incomplete data fields, or are segmented into multiple attachments will not be considered for funding. A separate tab within the IJ template should be used for each proposed project. The detailed budget worksheet noted below is included in the IJ template. ***Please refer to the “Applications Submitted by Eligible Entities” language in Section C above regarding the limitations on the number of applications per eligible entity or facilities, departments, subcomponents, or agencies within a single eligible entity. No single application or IJ may include projects intended to be implemented in different Port Areas, subject to the provisions of this section, below.*** Applicants may submit up to five IJs within a single application. Due to limited available funds, applicants are encouraged to include a statement within the IJ project description identifying a minimum funding level for a project to be feasible in the event that a project can only be partially funded based on available funds.

IJs must demonstrate how proposed projects address gaps and deficiencies in one or more of the core capabilities outlined in the National Preparedness Goal (the Goal). In the IJ, the applicant must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by DHS/FEMA. PSGP projects must be both 1) feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the 36-month period of performance. For information on the feasibility and effectiveness determination, please see the Review and Selection Process as outlined in this NOFO.

For the purposes of a PSGP application, a Port Area is selected for funding based on the project location. Eligible entities that have facilities in multiple Port Areas should apply for projects based on the Port Area where the project/asset will be implemented, housed, or maintained, not the entity’s headquarters location. For entities submitting applications for a single project that spans multiple Port Areas, such as one patrol vessel that may be deployed outside of the primary Port Area, the project location is considered to be the Port Area that will see the most benefit from the project. Large projects that implement multiple components in multiple Port Areas, such as state agency purchases of multiple patrol vessels for multiple Port Areas, must be submitted as separate applications (e.g., State Police vessel project in Port Area #1 is one application; State Police vessel project in Port Area #2 is a separate application). All eligible and complete applications will be provided to the applicable COTP for further



review.

Applicants seeking to participate in large-scale regional projects requiring the purchase of services or equipment should directly reference this need in their applications. Applicants should specify their portion of the requested project funding and role in the project. Applicants should also note if their portion of a project can be completed independently of the large-scale regional project.

Applicants are prohibited from applying for equipment or other non-consumables intended to be solely used by another agency.

Applicants will find the IJ template on Grants.gov in the “Related Documents” tab of the PSGP posting. This IJ template must be used for each project submitted. Applicants must provide information in the following categories for each proposed investment:

1. Background;
2. Strategic and Program Priorities;
3. Impact; and
4. Funding/Implementation Plan.

Applicants must use the following file naming convention when submitting an IJ as part of the FY 2024 PSGP:

Name of Applicant_IJ Numbers (Example: XYZ Oil_IJ 1-3)

iii. Detailed Budget

Detailed budget worksheets are incorporated within the PSGP IJ template. Applicants must use the IJ template provided. All applicants must complete the detailed budget worksheets for each corresponding project requested at the time of application. The detailed budget must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including M&A costs) and any appropriate narrative. Review panels must be able to thoroughly evaluate the projects being submitted based on the information provided. Consequently, applicants must provide an appropriate level of detail within the budget detail worksheets to clarify what will be purchased and spent. ***Applications that do not include a detailed budget narrative will not be considered for funding.*** Detailed budgets often



assist reviewers in determining what type of equipment or service is being purchased, which may assist in determining the effectiveness of a project. Additionally, a detailed budget must demonstrate the required cost share, either cash (hard) or third-party in-kind (soft), of the recipient based on the projected project cost. ***Applications failing to demonstrate the required cost share within the detailed budget will not be considered for funding.***

Cash and third-party in-kind matches must consist of eligible costs (i.e., same allowability as the federal share), reasonable and necessary to complete the project, and must be identified as part of the submitted budget detail worksheet. A cash (hard) match includes cash spent for project-related costs while a third-party in-kind (soft) match includes the valuation of in-kind services. The cost match requirement for a PSGP award may not be met by funds from another federal grant or assistance program or funds used to meet matching requirements for another federal grant program. Likewise, third-party in-kind matches used to meet the matching requirement for the PSGP award may not be used to meet matching requirements for any other federal grant program. Please see Section C of this NOFO, and reference 2 C.F.R. § 200.306 as applicable, for further guidance regarding cost matching.

iv. MOU/MOA Requirement for Security Services Providers

State and local agencies that are identified in the AMSP of their respective COTP/Federal Maritime Security Coordinator as providing security services to one or more MTSA regulated facilities within a Port Area may apply for PSGP funding. However, ***state, local, and territorial agencies that are not specifically identified in their respective AMSP but are otherwise required to provide port security services must have a signed MOU/MOA between the security service agency and the MTSA regulated facilities receiving these services within the applicant Port Area prior to receipt of PSGP funding*** and must include an acknowledgement of the security services, roles, and responsibilities of all entities involved. This includes agencies or entities that are new to the port area or are newly participating in Area Maritime Security Committee activities but are not yet included in the AMSP. These entities must have an MOU/MOA with the respective MTSA regulated facility pending AMSP updates. This information must be maintained by the grant recipient and provided to DHS/FEMA upon request; or verification through the field review process that the agency is identified within the MOU/MOA as an entity that provides maritime security



services or is otherwise required to provide port security services. The MOU/MOA must address the following points:

1. The nature of the security service that the applicant agrees to supply to the MTSA regulated facility (e.g., waterside surveillance, increased screening);
2. The roles and responsibilities of the MTSA regulated facility and the applicant during different Maritime Security levels;
3. An acknowledgement by the MTSA regulated facility that the applicant is part of the facility's security plan; and,
4. An acknowledgment that the applicant will provide semi-annual progress reports on project status to the local applicable Area Maritime Security Committee and/or COTP.

The signed MOU/MOA for state or local agencies providing security services to regulated entities should be submitted with the grant application as a file attachment within [FEMA GO](#). A sample MOU/MOA can be found below. Applicants must use the following file naming convention for FY 2024 MOUs and MOAs:

Name of Applicant_MOU (Example: Harris County_MOU)

See the appendix in Section H.5 of this NOFO for a sample MOU/MOA. The sample MOU/MOA demonstrates all of the elements required in the PSGP NOFO for acceptance for review as part of a grant application from a state or local agency providing security services to MTSA-regulated entities.

v. Sensitive Security Information (SSI) Requirements

A portion of the information that is routinely submitted in the course of applying for funding or reporting under certain programs or that is provided in the course of an entity's grant management activities under those programs that are under federal control is subjected to protection under SSI requirements and must be properly identified and marked. SSI is a control designation used by DHS/FEMA to protect transportation security related information. It is applied to information about security programs, vulnerability and threat assessments, screening processes, technical specifications of certain screening equipment and objects used to test screening equipment, and equipment used for communicating security information relating to air, land, or maritime transportation. Further information can be found in



For the purposes of the PSGP, and due to the high frequency of SSI found in IJs, all IJs shall be considered SSI and treated as such until they have been subject to review for SSI by DHS/FEMA. This means that applicants shall label these documents as SSI in accordance with 49 C.F.R. § 1520.13.

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](https://www.whitehouse.gov/presidential-actions/2012/07/intergovernmental-review-spooc-list/))

12. Funding Restrictions and Allowable Costs

Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services



See the [Preparedness Grants Manual](#) for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

b. Pre-Award Costs

Pre-award costs are not allowable and will not be approved, with the exception of costs resulting from pre-award grant writing services provided by an independent contractor that shall not exceed \$1,500 per applicant per year.

c. Management and Administration (M&A) Costs

M&A costs are allowed by the FY 2024 Annual Appropriation (Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, “Protection, Preparedness, Response, and Recovery,” Section 302). Recipients may use up to 5% of the amount of the award’s federal share for their M&A costs. M&A activities are those defined as directly relating to the management and administration of PSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. PSGP funds may be used for the following M&A costs:

- Hiring full-time or part-time staff, including contractors and consultants, to execute the following:
 - Management of the awarded fiscal years’ PSGP award;
 - Design and implementation of the awarded fiscal years’ PSGP submission meeting compliance with reporting/data collection requirements, including data calls;
 - Information collection and processing necessary to respond to FEMA data calls;
 - Domestic travel expenses related to PSGP grant administration (International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.); and
 - Acquisition of authorized office equipment, including personal computers or laptops for PSGP M&A purposes.



M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes; responding to official information requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS; and grant performance measurement or evaluation activities.

If an applicant uses an outside consultant or contractor to provide pre-award grant writing services or post-award grant management services, the considerations and requirements in the “Authorized Use of Contractual Grant Writers And/Or Grant Managers” section below apply.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient and subrecipients as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).



e. Evaluation Costs

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

f. Other Direct Costs

Costs generally need to fit within one of the categories listed below to be allowable under this program. Applicants who have questions about whether a potential cost is allowable or not under this program should contact their Preparedness Officer.

Specific investments made in support of the funding priorities generally fall into one of the following allowable expense categories:

- Planning;
- Operational Activities;
- Equipment and Capital Projects;
- Training and Awareness Campaigns; and
- Exercises.

The following provides guidance on allowable costs within each of these areas:

i. Planning

Planning activities address the Soft Targets/Crowded Places; Cybersecurity; and Planning Priorities.

PSGP funds may be used for the following types of planning activities:

1. Development or updating of port wide risk mitigation plan (PRMP), including the conduct of port security vulnerability assessments as necessary to support plan update/development;
2. Development and enhancement of security plans and protocols within the Area Maritime Security Plan (AMSP), PRMP, and the Business Continuity and Resumption of Trade Plans (BCRTP) in support of maritime security and risk mitigation planning;
3. Materials required to conduct planning activities noted in this section;



4. Travel and per diem related to the professional planning activities noted in this section;
5. Coordination and information sharing with fusion centers;
6. Planning activities related to alert and warning capabilities;
7. Conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related CISA resources;
8. Other port wide maritime security project planning activities, which emphasize the ability to adapt to changing conditions and be prepared to withstand, and recover from, disruptions due to emergencies with prior approval from FEMA; and
9. Backfill, overtime, hiring of part-time temporary personnel, and contractors or consultants to assist with planning activities. Copies of PSGP-funded plans must be made available to FEMA and the U. S. Coast Guard (USCG) upon request.

ii. Operational Activities

Operational Activities address the Soft Targets/Crowded Places Priority.

Explosive Detection Canine Teams (EDCTs)

Use of canines (K-9) for explosive detection is one of the most effective solutions for the detection of vehicle-borne IEDs. When combined with the existing capability of a port or ferry security/police force, the added value provided through the addition of a canine team is significant. EDCTs are a proven, reliable resource to detect explosives and are a key component in a balanced counter-sabotage program.

Eligibility for funding of EDCTs is restricted to:

1. U.S. Ferry Systems regulated under 33 C.F.R. Parts 101, 103, 104, and the passenger terminals these specific ferries service under 33 C.F.R. Part 105;
2. Maritime Transportation Security Act (MTSA) regulated facilities; and
3. Port authorities, port police, and local law enforcement agencies that provide direct layered security for these U. S. Ferry Systems and MTSA-regulated facilities, and are defined in an AMSP, Facility Security Plan (FSP), or Vessel Security Plan (VSP).



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Applicants may apply for up to \$450,000 (\$150,000/year for three years) per award to support this endeavor. At the end of the grant period (36 months), recipients will still be responsible for continuing the heightened level of capability provided by the EDCT. ***A sustainment plan must be submitted with the applicant's IJ to address the 12-month period beyond the period of performance of the award.***

Eligible EDCT Costs

Funds for these EDCTs may **not** be used to fund drug detection and apprehension technique training. Only explosives detection training for EDCTs will be funded. The PSGP EDCT funds may only be used for ***new or expanded*** capabilities/programs and cannot be used to pay for existing K-9 teams, personnel, or K-9 training costs already supported by the port area. Repair and replacement of existing EDCT equipment is allowed. Eligible costs include:

1. Contracted K-9 and handler providing services in accordance with PSGP guidance;
2. Salary and fringe benefits of new full- or part-time K-9 handler positions;
3. Training and certifications (travel costs associated with training for new or expanded full or part time agency handlers, and canines are allowable);
4. K-9 and handler equipment costs;
5. Purchase and train a new K-9 and handler for CBRNE detection; and
6. K-9 maintenance costs including but not limited to veterinary, housing, and feeding costs.

Ineligible EDCT costs include, but are not limited to:

1. Hiring costs, including costs associated with initial police academy training of new officers;
2. Meals and incidentals associated with travel for initial certification;
3. Vehicles modified to be used solely to transport canines; and
4. Repair or replacement of unallowable equipment.

For additional information on EDCTs, see the [Preparedness Grants Manual](#).

iii. Equipment and Capital Projects



Equipment and Capital Projects address the Soft Targets/Crowded Places; Cybersecurity; and Equipment/Capital Projects Priorities.

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information. Additionally, recipients that are using PSGP funds to support emergency communications equipment activities must comply with the [SAFECOM Guidance on Emergency Communications Grants](#), including provisions on technical standards that ensure and enhance interoperable communications. For more information about SAFECOM, see the [Preparedness Grants Manual](#).

Equipment Acquisition

PSGP funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). PSGP funds may be used for the following categories of equipment. A comprehensive listing of allowable equipment categories and types is found in the [Authorized Equipment List \(AEL\)](#). Requests for vehicles of any type are subject to secondary review and approval by the National Review Panel. These costs include:

1. Personal Protective Equipment (PPE) for maritime security providers, such as ballistic protective body armor (not including uniforms);
2. CBRNE response and remediation equipment for maritime security providers;
3. CBRNE decontamination equipment for direct maritime security providers and MTSA-regulated industry;
4. CBRNE detection-equipped patrol vehicles **(not including armored personnel carriers or tow trucks)**, provided they will be used **exclusively for port/facility CBRNE detection** security operations. A CBRNE detection equipped patrol vehicle must include specifically identified, permanently mounted detection equipment;
5. Trailers (not vehicles) designed to carry maritime security equipment essential to maritime security, mitigation, and response (such as boat trailers, dive trailers, or mobile command trailers);
6. Mobile Command Centers **only when validated by the COTP as essential to address a specifically required capability outlined in the approved AMSP**. This does not include prime movers (tow-trucks), personnel carriers, or equipment transport vehicles;



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7. CBRNE detection-equipped and patrol watercraft vessel/small boat used to directly support maritime security for a facility or within a Port Area on a routine basis (CBRNE detection equipment requested with the watercraft/small boat in the IJ must be listed and also detailed in the budget). However, a vessel is not required to be CBRNE equipped;
8. Marine firefighting vessels, provided they are outfitted with CBRNE detection equipment and are designed and equipped to meet NFPA 1925: Standard on Marine Fire-Fighting Vessels;
9. Firefighting foam and Purple-K Powder (PKP) may be purchased by public fire departments that have jurisdictions in a port area and would respond to an incident at an MTSA regulated facility; MTSA facilities may also receive funding for this purpose. Funding will be limited to a one-time purchase based on a worst-case incident at the facility or facilities;
10. Information-sharing technology; components or equipment designed to share maritime security risk information and maritime all-hazards risk information with other agencies (equipment must be compatible with generally used equipment);
11. Maritime security risk mitigation interoperable communications equipment, including alert and warning capabilities;
12. Terrorism incident prevention and response equipment for maritime security risk mitigation;
13. Physical security enhancements, to include TWIC projects (e.g., card readers, fences, blast resistant glass, turnstiles, hardened doors, and vehicle gates) at maritime facilities;
14. Portable fencing, closed-circuit televisions (CCTVs), passenger vans, minibuses, etc. to support secure passage of vessel crewmembers through a MTSA regulated facility;
15. Equipment that enhances continuity capabilities, such as interoperable communications, intrusion prevention/detection, physical security enhancements, software and other equipment needed to support essential functions during a disruption to normal operations;
16. Generators with appropriate capability (size) to provide back-up power to security systems and equipment that support Maritime Domain Awareness (not including routine operational capabilities):
 - Access control equipment and systems;
 - Detection and security surveillance equipment; and
 - Enhancement of Command-and-Control facilities



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17. Equipment for new personnel, such as personal protective equipment, is an allowable expense. Weapons and equipment associated with weapons maintenance/security (e.g., firearms, ammunition, and gun lockers) are not allowable.

Recipients may purchase maritime security equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Requirements for Small Unmanned Aircraft Systems

For information on sUAS allowability, please see the [Preparedness Grants Manual](#).

Improvised Explosive Device (IED) and CBRNE Prevention, Protection, Response, Recovery Capabilities

Port areas should continue to enhance their capabilities to prevent, detect, respond to, and recover from terrorist attacks employing IEDs, CBRNE devices, and other non-conventional weapons. Please refer to DHS [Small Vessel Security Strategy \(Apr. 2008\)](#).

Sonar Devices

The four types of allowable sonar devices are: imaging sonar, scanning sonar, side scan sonar, and three-dimensional sonar. These types of sonar devices are intended to support the detection of underwater improvised explosive devices and enhance maritime domain awareness. The eligible types of sonar, and short descriptions of their capabilities, are provided below:

1. **Imaging Sonar:** A high-frequency sonar that produces “video-like” imagery using a narrow field of view. The sonar system can be pole-mounted over the side of a craft or hand-carried by a diver.
2. **Scanning Sonar:** Consists of smaller sonar systems that can be mounted on tripods and lowered to the bottom of the waterway. Scanning sonar produces a panoramic view of the surrounding area and can cover up to 360 degrees.
3. **Side Scan Sonar:** Placed inside a shell and towed behind a vessel. Side scan sonar produces strip-like images from both sides of the device.



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4. **Three-Dimensional Sonar:** Produces 3-dimensional imagery of objects using an array receiver.

Physical Security

Physical security is security measures that are designed to deny unauthorized access to facilities, equipment, and resources and to protect personnel and property from damage or harm (such as espionage, theft, or terrorist attacks). Physical security involves the use of multiple layers of interdependent systems and techniques. Physical security has been a focus of PSGP since the program's inception in 2002. Primarily, physical security is intended to harden MTSA-regulated facilities against attacks. Law enforcement may contribute to physical security through patrols; however, patrol vessels generally enhance multiple core capabilities with a focus on CBRNE detection, deterrence, and response. Funding through PSGP for physical security projects should be only directed toward those projects that address identified MTSA required activities and identified in the entity FSP and/or the port area AMSP. Some examples of funded projects include TWIC-related equipment, fencing, lighting, gates, and CCTV. Physical security projects typically require EHP review prior to obligating PSGP funds.

Capital (Construction) Projects Guidance

See the [Preparedness Grants Manual](#) for more information about PSGP Capital (Construction) Projects Guidance.

Controlled Equipment

For decades, the federal government has provided equipment to state, local, territorial, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").



However, not all equipment that is considered controlled equipment is allowable under the PSGP. As discussed further below, there are certain “prohibited equipment” that are not allowable under the PSGP. And for the procurement of certain controlled equipment that is allowable under the PSGP, there are additional submission requirements and reviews that must be met before DHS/FEMA will permit funding to be used for this purpose, including but not limited to the provision of policies and procedures in place to safeguard individuals’ privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of weapons and weapons accessories, including ammunition, is not allowed with PSGP funds. Grant funds under this program must also comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#) and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

Cybersecurity Projects

PSGP funds may be used for projects that enhance the cybersecurity of:

1. Access controls;
2. Sensors;
3. Security cameras;
4. Badge/ID readers;
5. Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems;
6. Process monitors and controls (such as firewalls, network segmentation, predictive security cloud, etc.); and



7. Passenger/vehicle/cargo security screening equipment (cybersecurity assessments are allowable).

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the [Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1](#) (the “Framework”) developed by the National Institute of Standards and Technology (NIST), or other similar sources. The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

DHS’s Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the “Detect” and “Protect” functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework.

Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company’s networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit <http://www.cisa.gov/enhanced-cybersecurity-services-ecs> for a current list of ECS CSP points of contact.

“Hub and spoke” cybersecurity projects are allowable under PSGP for cybersecurity projects that span multiple port area facilities. Hub and spoke cybersecurity projects may affect a parent organization’s multiple eligible entities, and maritime security partners, in multiple port areas to provide a port-wide benefit. Such projects may be submitted within a primary Port Area for the project implementation. For example, an applicant in the Port of Houston may submit a



hub and spoke project within the Houston/Galveston port area which includes system hardening throughout the organization's facilities in Houston, Port Lavaca, and Corpus Christi. Proportionally, costs associated with entities or subcomponents that are not covered under an AMSP and are not instrumental to enhancing maritime security must not be included in the detailed budget worksheet or investment justification and thereby prorating the cost of the project only to those facilities that are covered by the AMSP. Following the example noted above, the applicant may not include costs associated with cybersecurity of their non-maritime facilities, such as a non-MTSA regulated facility located in San Antonio. Hub and spoke projects are limited only to the enhancement of maritime security as outlined in this section and may not include non-maritime systems or facilities. Please clearly identify hub and spoke projects as such within your IJ and consult your COTP to verify project applicability to enhancing maritime security.

Cybersecurity projects should address risks to the marine transportation system and/or Transportation Security Incidents (TSIs) outlined in the applicable AMSP, or priorities prescribed under applicable FSP or VSP, as mandated under the MTSA or the PRMPs. At the port level, examples of cybersecurity projects include but are not limited to projects that enhance the cybersecurity of access control, sensors, security cameras, badge/ID readers, ICS/SCADA systems, process monitors and controls (such as those that monitor flow rates, valve positions, tank levels, etc.), security/safety of the ship-to-port-to-facility-to-intermodal interface, and systems that control vital cargo machinery at the ship/shore interface (such as cranes, manifolds, loading arms, etc.), and passenger/vehicle/cargo security screening equipment.

Vulnerability assessments are generally not funded under PSGP. However, considering the evolving malicious cyber activity, the relative novelty of cybersecurity as a priority within the program, and the need to adopt best practices included in the voluntary Cybersecurity Framework, vulnerability assessments may be funded as contracted costs. Port-wide assessments are eligible and must demonstrate that the assessment includes port area partners and are necessary to be completed as a single project to ensure a comprehensive evaluation of port area cyber security vulnerabilities. Personnel costs (other than M&A) are not an allowable expense for conducting these assessments.



CISA offers free resources to assist with initial assessments, please see <https://www.cisa.gov/cyber-resource-hub> for additional information. Applicants are encouraged to utilize free resources prior to requesting funds under this program.

Copies of completed cybersecurity assessments funded under PSGP that impact the maritime transportation system, lead to a “transportation security incident” (as that term is defined under 46 U.S.C. § 70101(6)), or are otherwise related to systems, personnel, and procedures addressed by the facility and vessel plan shall be made available to FEMA and/or the local COTP upon request. The results of these cybersecurity assessments may be designated as Sensitive Security Information (SSI) and may be used to inform national maritime cybersecurity assessments.

Where a vulnerability assessment has been completed either through contracts or qualified personnel to identify existing gaps and required mitigation efforts, mitigating projects may be funded that include purchase of equipment, software, and infrastructure designed to harden cybersecurity. Specific questions on conducting vulnerability assessments should be referred to the respective FEMA Preparedness Officer.

iv. Training and Awareness Campaigns

Training and Awareness Campaigns address the Soft Targets/Crowded Places; Cybersecurity; and Training and Awareness Campaign Priorities.

Training

Port areas should assess their training and qualification requirements and coordinate training needs and qualification requirements of incident response personnel. Funding for personnel training is limited to those courses that are **essential to enhance maritime security**. A listing of courses that are currently approved for PSGP funding is included in the table below.

Some training activities require EHP Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at [Environmental & Historic Preservation Grant](#)



Funding for training courses not listed in the table below may be permitted on a case-by-case basis depending on the specific maritime security risk mitigation training needs of the eligible PSGP applicant. In such cases, an applicant will be required to explain in the IJ why none of the approved courses referenced in the table below satisfy the identified training need and must submit detailed course information for review and consideration by the local COTP field review team and the Nation Review Panel.

Further, in accordance with 46 U.S.C. § 70107(c)(2)(C), no cost share is required to train public safety personnel in the enforcement of security zones under section 46 U.S.C. § 70132 or assisting the enforcement of such security zones. Per 46 U.S.C. § 70132(d), the term “public safety personnel” includes any federal, state (or political subdivision thereof), territorial, or tribal law enforcement officer, firefighter, or emergency response provider.

Trainings denoted with an asterisk (*) in the table below is exempt from cost share only to train public safety personnel who enforce security zones. Additional training of public safety personnel may be exempt if specifically identified by the COTP as exempt and necessary for enforcement or the assistance of enforcement of security zones as specified by 46 U.S.C. § 70132. ***Requests that fail to include a cost share for training that is not exempt from cost share requirements as outlined in 46 U.S.C. § 70132 will not be considered for funding.*** Training for public safety personnel who do not provide enforcement of security zones are not exempt from cost share. Training rosters and certificates must be provided to FEMA upon request. Please consult your COTP prior to requesting cost share exempt training for enforcement of security zones. Refer to Section C of this NOFO for more specific cost share information.

Seminars and workshops are not considered “Training,” however applicants wishing to host seminars or workshops with PSGP funding may be eligible for funding following the criteria set forth in the “Exercise” section of this guidance.

Approved PSGP Training Courses



National Training and Education Division

Course Number	Course Name
AWR-144	Port and Vessel Security for Public Safety and Maritime Personnel
AWR-213	Critical Infrastructure Security and Resilience Awareness
AWR-366-W	Developing a Cyber Security Annex for Incident Response
MGT-335	Event Security Planning for Public Professionals
MGT-335-W	Event Security Planning for Public Professionals, Web Based
MGT-400	Master of Arts Degree in Homeland Security
MGT-425	Homeland Security Executive Leaders Program (ELP)
MGT-452	Physical and Cybersecurity for Critical Infrastructure
MGT-456	Integration of Cybersecurity Personnel into the Emergency Management Operations Center for Cyber Incidents
PER-330	The Surface Transportation Emergency Preparedness and Security for Mass Transit and Passenger Rail (STEPS-PT)
PER-331	Surface Transportation Emergency Preparedness and Security for Senior Officials or Administrators (STEPS Sr)

Federal-Sponsored

Course Number	Course Name
DHS-006-PREV	Seaport Security Anti-Terrorism Training Program (SSATP)



Course Number	Course Name
DHS-011-PREV	Maritime PRND Operations Course
DHS-016-PREV	Protective Measures Training for Security Officers, Mid-Level Safety/Security Supervisors, and Property Managers
*DHS-011-PROT	NASBLA BOAT Tactical Operators Course
*DHS-009-PROT	Boat Operator's Anti-Terrorism Training
DHS-126-RESP	NASBLA BOAT Crew Member Course
*DHS-128-RESP	NASBLA - Pursuit and Stop Course

State-Sponsored

Course Number	Course Name
CA-006-PREV	Maritime Company, Vessel, and Facility Security Officer
CA-007-PREV	Basic Maritime Security Awareness
CA-008-PREV	Basic First Responder Operational Maritime Security (FROMS)
CA-015-RESP	Maritime Facility Security Officer
CA-020-RESP	WMD & Terrorism Awareness for Security Professionals



FEMA

Course Number	Course Name
ME-001-PROT	Maritime Security Awareness for Military, First Responder and Law Enforcement Personnel
ME-002-PROT	Command Strategies and Tactics for Marine Emergencies
*ME-003-PROT	Tactical Boat Operations for Maritime Security and LE Personnel
ME-002-RESP	Emergency Medical Operations in the Maritime Domain
NJ-003-PREV	Government Agency Maritime Security Awareness Program (GAMSAP)
NJ-015-PREV	Security Awareness & Vigilance for Everyone
NY-001-PREV	Maritime Infrastructure Protection
NY-001-PROT	Safe Boat Operators
*NY-002-PREV	Tactical Escorts and Security Zones
NY-002-PROT	Pattern Line Search/Recovery Course
NY-004-RESP	Vehicle Borne Improvised Explosive Device Security Checkpoint

Federal Law Enforcement Training Center (FLETC)

Course Number	Course Name
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FEMA

*MTOTP	Marine Law Enforcement Training Program
IBOT	Inland Boat Operator's Training
ENTP	Electronic Navigation Training Program
*BOAT	Boat Operator's Anti-Terrorism Training Program
*MLETP	Marine Law Enforcement Training Program
*CVBTP	Commercial Vessel Boarding Training Program
*SSATP	Seaport Security Anti-Terrorism Training Program

Awareness Campaigns

Program funds may be used for the development and implementation of awareness campaigns to raise public awareness of indicators of terrorism and terrorism-related crime and for associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. DHS currently sponsors or supports a number of awareness campaigns. Please review materials, strategies, and resources at <https://www.dhs.gov/dhs-campaigns> before embarking on the development of an awareness campaign for local constituencies and stakeholders.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS “If You See Something, Say Something®” campaign (“campaign”) using grant funds work directly with the DHS Office of Partnership and Engagement (OPE). This will help ensure that the awareness materials (e.g., videos, posters, trifolds, etc.) remain consistent with DHS’s messaging and strategy for the campaign and compliant with the initiative’s trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the campaign’s office (seesay@hq.dhs.gov), must be facilitated by the applicable FEMA HQ Preparedness Officer.



Exercises

Exercise activities address the Soft Targets/Crowded Places; Cybersecurity; and Exercises Priorities.

Exercises funded under the PSGP typically include Seminars, Workshops, Tabletop, Functional, Drills, and Full-Scale exercises. PSGP-funded exercises must have a maritime security focus and include applicable documentation, after action reports, and improvement plans. See below for additional information.

Maritime entity training needs and qualification requirements of incident response personnel should be regularly tested through emergency exercises and drills. Exercises must test operational protocols that would be implemented in the event of a terrorist attack in the maritime environment in accordance with the Area Maritime Security Training Exercise Program (AMSTEP) or the TSA Intermodal Security Training Exercise Program (I-STEP) guidelines. AMSTEP or I-STEP exercises will follow the latest change in requirements contained in the Navigation and Inspection Circular (NVIC) 09-02. Exercises must be designed, developed and conducted consistent with the [Homeland Security Exercise and Evaluation Program \(HSEEP\)](#). Funding used for exercises will only be permitted for those exercises that are in direct support of a MTSA-regulated facility or a port area's MTSA-required exercises (see 33 C.F.R. § 105.220 for a facility and 33 C.F.R. § 103.515 for the AMSP). These exercises must be coordinated with the COTP and AMSC and be consistent with HSEEP.

Some exercise activities require EHP Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at [Environmental & Historic Preservation Grant Preparation Resources | FEMA.gov](#).

Recipients are required to submit an After-Action Report/Improvement Plan (AAR/IP) for each PSGP-funded exercise to hseep@fema.dhs.gov, and the appropriate local COTP no later than 90 days after completion of the exercise conducted within the PSGP period of performance (POP). Recipients are reminded of the importance of implementing corrective actions iteratively throughout the progressive exercise cycle. Recipients are required to use the



HSEEP AAR/IP template located at <https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning>.

Recipients of PSGP funding for exercises should verify in progress reports the completion of the exercise(s), after-action report(s), improvement plan(s), and notifications made to hseep@fema.dhs.gov and the COTP.

PSGP funds may be used for the following exercise activities:

1. Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.

This includes costs related to planning, meeting space, and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcoming or gap identified, including those for children and individuals with disabilities or other access and functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.

2. Hiring of Full- or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support exercise-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 10% of the total allocation. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from his or her unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both entities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.

3. Overtime and Backfill Costs. The entire amount of overtime costs, including payments related to backfilling personnel that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of



FEMA

local government and has the approval of the state or the awarding agency, whichever is more restrictive. Dual compensation is never allowable.

4. **Travel.** Domestic travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s). International travel costs are not permitted.
5. **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
6. **Other Items.** These costs include the rental of space/locations for exercise planning and executing, rental of equipment, etc. Recipients are encouraged to use free public space, locations, or facilities, whenever available, prior to the rental of space, locations, or facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

The National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Recipients are strongly encouraged to nominate exercises into the NEP. For additional information on the NEP, please refer to <http://www.fema.gov/national-exercise-program>.

vi. Maintenance and Sustainment Costs

Maintenance and sustainment related costs are allowed under this program only as described in this NOFO and the [Preparedness Grants Manual](#).

vii. Construction and Renovation

Construction and renovation costs are allowed under this program. For construction costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds for construction or renovation. Additionally, recipients are required to submit a SF-424C Budget and budget detail citing the project costs. All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding.



See the [Preparedness Grants Manual](#) for additional information.

viii. Organization Costs

Allowable organization-related costs are limited to those activities associated with new and ongoing maritime security operations essential to the national priorities. All such activities must be focused exclusively on maritime security and coordinated with the local Captain of the Port (COTP). PSGP funding used for organizational costs will only fund immediate needs for personnel that will be directly engaged in maritime security activities. Allowable organization personnel costs include:

- 1. Backfill, Overtime, Hiring of Full or Part-Time Personnel or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support maritime-security-related activities and/or training conducted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Salary and fringe benefit payments must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or awarding agency. Dual compensation is not allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Limitations may apply for grant related activities. See specific guidance provided within this Manual for additional details on allowable organization costs (i.e., Training – Personnel costs are limited to backfill and overtime).
- 2. Hiring new, full-time personnel to:**
 - Operate maritime security patrol vessels (first response agencies only);
 - Staff a new or expanded interagency maritime security operation center;
 - Support maritime security/counterterrorism efforts in the local Joint Terrorism Task Force (JTTF) and/or fusion center; and
 - Support credentialing access to a MTSA facility.
- 1. Backfill and Overtime costs for existing personnel to:**



- Operate patrol vessels in support of pre-planned, mission critical activities, as identified by the local COTP (not including routine patrol); and
- Attend approved maritime security training courses.

1. Personnel or contracted costs to:

- Install, repair, and replace port security equipment acquired with FEMA preparedness grant funds. Note this does not include routine maintenance, such as oil changes and daily/weekly systems tests; and
- Management and administration (M&A) of projects funded under this program.

1. Contracted costs to:

- Provide approved training courses; and
- Provide warranty, maintenance, and service agreements for equipment purchased under this grant.

Organization costs will only be funded to address port (or facility) security needs as outlined in this NOFO. PSGP funding for new permanent or part-time personnel will not exceed the 36-month period of performance. Applicants must provide reasonable assurance that personnel costs can be sustained beyond the 36-month award period. ***A sustainment plan must be submitted with the applicant's IJ to address the 12-month period beyond the period of performance of the award.***

ix. Authorized Use of Contractual Grant Writers and/or Grant Managers

A grant applicant may procure the services of a contractor to provide support and assistance for pre-award grant development services (grant writing) or post-award grant management and administrative services (grant management). As with all federal grant-funded procurements, grant writer or grant management services must be procured in accordance with the federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. See the [Preparedness Grants Manual](#) regarding Procurement Integrity, particularly the sections applicable to non-state entities that discuss organizational conflicts of interest under 2 C.F.R. § 200.319(b) and traditional conflicts of interest under 2 C.F.R. § 200.318(c)(1). States must follow the same policies and procedures it uses for procurements of its non-federal funds, pursuant to 2 C.F.R. § 200.317, which also applies 2 C.F.R. §§ 200.321,



200.322, 200.323, and 200.327.

As applicable to non-state entities, DHS/FEMA considers a contracted grant writer to be an agent of the recipient for any subsequent contracts the recipient procures under the same federal award in which the grant-writer provided grant writing services. Federal funds and funds applied to a federal award's cost share generally cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of such specifications unless the original contract was properly procured and included both grant writing and grant management services in the solicitation's scope of work.

As applicable to all non-federal entities, regardless of whether an applicant or recipient uses grant writing and/or grant management services, the recipient is solely responsible for the fiscal and programmatic integrity of the grant and its authorized activities and expenditures. The recipient must ensure adequate internal controls, including separation of duties, to safeguard grant assets, processes, and documentation, in keeping with the terms and conditions of its award, including this NOFO, and 2 C.F.R. Part 200.

Grant Writers

Grant writing contractors may assist the applicant in preparing, writing, and finalizing grant application materials and assisting the applicant with handling online application and submission requirements in FEMA GO. Grant writers may assist in a variety of ways. Ultimately, however, the applicant that receives an award is solely responsible for all grant award and administrative responsibilities.

By submitting the application, applicants certify that all of the information contained therein is true and an accurate reflection of the organization and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by DHS/FEMA. These actions include but are not limited to the submitted application not being considered for an award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS Office of the Inspector General.

To assist applicants with the cost of grant writing services, DHS/FEMA is permitting a one-time pre-award cost of no more than \$1,500 per applicant per year for contractual grant writing services as part of the recipient's M&A costs.



This is only intended to cover costs associated with a grant writer and may not be used to reimburse the applicant for their own time and effort in the development of a grant application. Additionally, the applicant may be required to pay this fee with its own funds during the application preparation and submission period. If the applicant subsequently receives an award, the applicant may then request to be reimbursed once grant funds become available for that cost, not to exceed \$1,500. If the applicant does not receive an award, this cost will not be reimbursed by the federal government. The applicant must understand this risk and be able to cover this cost if an award is not made.

If an applicant intends to request reimbursement for this one-time pre-award cost, it must include this request in its application materials, including in the budget detail worksheet for each IJ. Failure to clearly identify this as a separate cost in the application may result in its disallowance. This is the only pre-award cost eligible for reimbursement. Recipients must maintain grant writer fee documentation including, but not limited to, a copy of the solicitation, such as a quote request, rate request, invitation to bid, or request for proposals, if applicable; a copy of the grant writer's contract agreement; a copy of the invoice or purchase order; and a copy of the canceled check or proof of payment. These records must be made available to DHS/FEMA upon request.

Consultants or contractors are not permitted to be the AOR or SA of the recipient. Further, an application must be officially submitted by 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Grant Managers

Grant management contractors provide support in the day-to-day management of an active grant and their services may be incurred as M&A costs of the award. Additionally, recipients may retain grant management contractors at their own expense.

Consultants or contractors are not permitted to be the AOR or SA of the recipient. The AOR is responsible for submitting programmatic and financial performance reports, accepting award packages, signing assurances and certifications, and submitting award amendments.



Restrictions Regarding Grant Writers and Grant Managers

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify that a contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300. FEMA recommends recipients use SAM.gov to conduct this verification. Further, regardless of whether any grant writer fees were requested, as applicable to non-state entities, unless a single contract covering both pre- and post-award services was awarded to the grant writer and procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay the grant writer to provide post-award services.

g. Reprogramming Award Funds

Reprogramming award funds is permitted under this program only as described in this NOFO. Please also see Section C of this NOFO regarding cost-share requirements, including the implications if the project costs end up being less than what was applied for.

h. Limitations on Funding

As part of the PSGP application process, applicants must complete the approved Investment Justification (IJ) template on Grants.gov and included detailed budget sheets (incorporated into the IJ) provided addressing each initiative being proposed for funding. A single IJ should be submitted with each application. A corresponding detailed budget tab is included within the IJ and must be completed for each project, including the budget summary at the bottom of the form. Each project should represent the complete scope of work and materials required to achieve a single overall capability. For example, a project could be to procure a boat specifically designed and equipped as chemical, biological, radiological, nuclear and explosives (CBRNE) detection, prevention, response, and/or recovery platform. The IJ for this example project should include the CBRNE equipment in the same IJ as the vessel. The corresponding detailed budget should include a description of the equipment (i.e., 24' Response Vessel) and computation (i.e., 1 x



\$375,000, total \$375,000; Vessel mounted Rad/Nuke detection device, 1 x \$25,000, total \$25,000). Additionally, the total computation for the Total Project Cost, Federal Share, and non-Federal Share must be included in the detailed budget (i.e., Total \$400,000; Federal Share \$300,000; non-Federal Share \$100,000). This demonstrates that the applicant and FEMA understand the level of Federal funding requested, as well as a commitment to the Cost Share required by the applicant to complete the project. (see “Cost-Share or Match” in Section C above).

In accordance with 46 U.S.C. § 70107(b)(2), PSGP funding for projects for the cost of acquisition, operation, and maintenance of security equipment or facilities to be used for security monitoring and recording, security gates and fencing, marine barriers for designated security zones, security-related lighting systems, remote surveillance, concealed video systems, security vessels, and other security-related infrastructure or equipment that contributes to the overall security of passengers, cargo, or crewmembers **cannot exceed \$1 million federal share per project**. The \$1 million per project limitation applies only to those projects funded under 46 U.S.C. § 70107(b)(2) and does not apply to projects funded under other provisions of Section 70107.

i. Unallowable Costs

Projects that do not provide a compelling maritime security benefit or have a direct nexus toward maritime security risk mitigation are not permitted. For example, projects that are primarily for economic or safety benefit (as opposed to having a direct maritime security risk mitigation benefit) are ineligible for PSGP funding. In addition, projects that provide a broad homeland security benefit (e.g., a communication system or fusion center for an entire city, county, state, etc.) as opposed to providing primary benefit to the port are ineligible for PSGP funding since these projects should be eligible for funding through other preparedness grant programs. The following projects and costs are considered ineligible for award consideration:

- **Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any**



kind with weapons installed;

- Projects in which federal agencies are the primary beneficiary or that enhance federal property, including sub-components of a federal agency;
- Projects that study technology development for security of national or international cargo supply chains (e.g., e-seals, smart containers, container tracking or container intrusion detection devices);
- Proof-of-concept projects;
- Development of training;
- Projects that duplicate capabilities being provided by the Federal Government (e.g., vessel traffic systems);
- Business operating expenses (certain security-related operational and maintenance costs are allowable—see “Maintenance and Sustainment” and “Operational Costs” for further guidance);
- Transportation Worker Identification Credential (TWIC) card fees;
- Reimbursement of pre-award security expenses;
- Outfitting facilities, vessels, or other structures with equipment or items providing convenience rather than a direct security benefit. Examples of such equipment or items include but are not limited to office furniture, CD players, DVD players, AM/FM radios, TVs, stereos, entertainment satellite systems, entertainment cable systems and other such entertainment media, unless sufficient justification is provided. This includes weapons and associated equipment (i.e., holsters, optical sights, and scopes), including but not limited to, non-lethal or less-than-lethal weaponry including firearms, ammunition, and weapons affixed to facilities, vessels, or other structures;
- Standard issue uniforms (other than maritime security personal protective equipment [PPE]);
- Expenditures for items such as general-use software, general-use computers, and related equipment (other than for allowable M&A activities, or otherwise associated) preparedness or response functions), general-use vehicles and licensing fees;
- Land acquisitions and right of way purchases;
- Funding for standard operations vehicles utilized for routine duties, such as patrol cars and fire trucks;
- Fuel costs (except as permitted for training and exercises);
- Exercise(s) that do not support maritime security preparedness efforts;
- Patrol vehicles and firefighting apparatus, other than those CBRNE detection equipped vehicles for port area and/or facility patrol or response purposes;



- Specialty vehicles such as trucks for towing boat trailers/equipment and armored personnel carriers;
- Providing protection training to public police agencies or private security services to support protecting VIPs or dignitaries;
- Aircraft pilot training, including aircraft operations such as aircraft ditch training;
- Post incident investigation training;
- Basic or advanced dive training (except marine unit CBRNE detection/response dive training);
- Training for personnel not primarily assigned to maritime security activities or MTSA required security personnel (e.g., vessel patrol officers, facility security officers); and
- Reimbursement for the maintenance and wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances, repair, or cleaning of PPE, etc.).

j. Indirect Costs

Indirect costs are allowable under this program. Please refer to the [Preparedness Grants Manual](#) for more information.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

The PSGP uses a risk-based methodology for making funding decisions whereby each Port Area's relative threat, vulnerability, and consequences from acts of terrorism are considered. This approach helps ensure that program funding is directed toward those Port Areas that present the highest risks in support of the Goal a secure and resilient Nation. Please refer to the [Preparedness Grants](#)



[Manual](#) for further information on the Goal. PSGP will only fund those eligible projects that close or mitigate maritime security risk vulnerabilities gaps as identified in the applicable AMSP, FSP, VSP, and/or Port-wide Risk Management Plan (PRMP). Projects that enhance business continuity and resumption of trade within a Port Area will also be considered for funding.

Projects submitted by a public sector applicant or projects otherwise certified by the USCG COTP as having a port-wide benefit (please see the cost match section of this NOFO for further information regarding what constitutes a port-wide benefit) will have their final scores increased by a multiplier of 10%.

FY 2024 PSGP applications will be evaluated through a three-part review and selection process that encompasses: 1) an Initial Screening; 2) a Field Review; and 3) a National Review. There are four core PSGP scoring criteria applied in each step of this process:

i. Projects that support development and sustainment of the core capabilities in the Goal.

- Projects are ranked and weighted based on alignment with core capabilities across the five mission areas of the Goal: Prevention, Protection, Mitigation, Response, and Recovery. A composite score is given to each project to determine a Port Area prioritized ranking of all reviewed projects. The following scale shall be used:

0=None; 1=Minimal; 3=Moderate; 9=Significant/Gap Filled

ii. Projects that address priorities outlined in the applicable AMSP, FSP, and/or VSP, as mandated under the MTSA and/or in an applicable PRMP.

- AMSP priorities are the top three Transportation Security Incidents (TSIs) (as defined in 46 U.S.C. § 70101(6)) ranked and correspondingly weighted. Each IJ will be given a score (using the same scale as the National Priorities module) based on how well it addresses one or more TSIs within the context of the five mission areas of the Goal. The following scale shall be used:

0=None; 1=Minimal; 3=Moderate; 9=Significant/Gap Filled



- COTPs may require proposed projects to be socialized with the COTP/Area Maritime Security Committee (AMSC) prior to applying. Applicants are encouraged to coordinate with the COTP/AMSC routinely to ensure their projects align with Port Area priorities.

iii. Projects that are eligible and feasible, based on the period of performance. In addition, a recipient's past performance demonstrating competent stewardship of Federal funds may influence funding decisions.

- IJs should justify the scope, breadth, and cost of a project, as well as a timeline for completing the project as required within this NOFO. Projects failing to demonstrate these minimum funding considerations may be denied funding. The following scale shall be used:

0=No Funding Recommended; 1=Funding Recommended

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.



c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

Following the USCG COTP-led Field Review, DHS/FEMA will lead a National Review. The National Review encompasses 1) a review by a panel of subject-matter experts (SME) from DHS/FEMA and other federal partners that validates the USCG COTP-led Field Review results; and 2) a detailed administrative/financial review of applications recommended for funding. ***As part of the National Review, the SME panel will increase the score of any proposed project that sufficiently addresses one or more of the two National Priorities (enhancing cybersecurity or enhancing the protection of soft targets/crowded places) by 20%.*** Projects that are not dedicated to specifically enhancing a National Priority will not receive a score increase (e.g., a port area patrol vessel that is not solely dedicated to patrolling the soft target/crowded place or a camera replacement project that includes a cybersecurity software installation will not receive a 20% score increase). To be considered for a 20% score



increase, projects must be submitted as distinct and standalone, and dedicated to supporting the national priority.

As part of the National Review, the SME panel may also recommend partial funding for individual projects and eliminate others that are determined to be duplicative or require a sustained federal commitment to fully realize the intended risk mitigation. In addition, the SME panel will validate proposed project costs.

Decisions to reduce requested funding amounts or eliminate requested items deemed inappropriate under the scope of the FY 2024 PSGP will take into consideration the ability of the revised project to address the National Priorities and whether it will achieve the intended risk mitigation goal.

Historically, the PSGP has placed a high priority on providing full project funding rather than partial funding.

Elements of the application considered during the National Review include the following as specified within this NOFO:

- Eligibility of an applicant;
- Allowable costs;
- Required cost share; and
- Alignment with program priorities.

Independent of the Field and National Reviews, a risk score will also be calculated for each Port Area in which an eligible entity applies for PSGP funding. A Port Area risk score will be calculated based on the relative threat, vulnerability, and consequences from acts of terrorism. The risk methodology used to calculate this score is focused on three elements:

- *Threat* – likelihood of an attack being attempted by an adversary;
- *Vulnerability* – likelihood that an attack is successful, given that it is attempted; and
- *Consequence* – effect of an event, incident, or occurrence.

The risk methodology determines the relative risk of terrorism faced by a given Port Area, considering the potential risk of terrorism to people, critical infrastructure, economic security, and national security missions. The analysis includes threats from domestic violent extremists, international terrorist groups, and individuals inspired by terrorists abroad. A risk and effectiveness prioritization



will then be applied to the SME panel's recommended list of projects for each Port Area. This analysis considers the following factors to produce a comprehensive national priority ranking of port security proposals:

- Relationship of the project to one or more of the National Priorities;
- Relationship of the project to the local port security priorities;
- Risk level of the Port Area in which the project would be located;
- Those Port Areas that have a measurable risk of at least 1% of the overall maritime security risk based on the comprehensive DHS/FEMA risk methodology would be prioritized above those with less than 1% of the overall risk;
- To ensure that the most effective projects are funded, the risk and effectiveness prioritization could be limited by Port Area, based on the Port Area's relative risk score; and
- Effectiveness and feasibility of the project to be completed in support of the priorities highlighted above during the period of performance.

Projects recommended for funding will also receive a detailed administrative/financial review to ensure compliance with all program requirements. As a part of this, applications will be reviewed to ensure there are no ineligible costs, there is an appropriate nexus to maritime security, etc.

FEMA may place a risk-based funding cap on Port Areas to ensure a broad distribution of program funds among multiple Port Areas. This will ensure that minimally effective projects in the highest risk Port Areas are not funded ahead of highly effective projects in lower risk Port Areas; however, this does not guarantee that Port Areas with minimal risk scores will receive funding. All funding recommendations will be provided to the inter-agency partners for concurrence. All final funding determinations will then be made by the Secretary of Homeland Security, who retains the discretion to consider other factors and information in addition to DHS/FEMA's funding recommendations.

F. Federal Award Administration Information

1. Notice of Award



Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes the instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligor Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation



- SAFECOM

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.



In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP compliance.

d. National Incident Management System (NIMS) Implementation

See the [Preparedness Grants Manual](#) for information about NIMS implementation.

e. Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

4. Monitoring and Oversight



The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned region-specific Preparedness Officers for the PSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. FEMA Grants News



FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.



2. Systems Information

a. FEMA GO

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the [Preparedness Grants Manual](#) for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Financial Assistance Programs for Infrastructure
- Report issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements



1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient’s material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in the [Preparedness Grants Manual](#)

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient



The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also



encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Financial Assistance Programs for Infrastructure

a. Build America, Buy America Act

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

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

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus



required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#). and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. Definitions

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.



4. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. Appendices

- PSGP Sample Memorandum of Understanding/Agreement (MOU/MOA)
The sample MOU/MOA below demonstrates all of the elements required in the PSGP NOFO for acceptance for review as part of a grant application from a state or local agency providing security services to MTSA-regulated entities.

Memorandum of [Understanding / Agreement]

Between [provider of layered security] and [recipient of layered security]

Regarding [provider of layered security's] Use of Port Security Grant Program Funds

1. **PARTIES.** The parties to this Agreement are the [Provider of Layered Security] and the [Recipient of security service].
2. **AUTHORITY.** This Agreement is authorized under the provisions of [applicable Area Maritime Security Committee (AMSC) authorities and/or other authorities].
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which [Provider of security service] shall expend Port Security Grant Program project funding in providing security service to [Recipient of security service]. Under requested PSGP grant, the [Provider of security service] must provide layered security to [Recipient of security service] consistent with the approach described in an approved grant application.



4. **RESPONSIBILITIES:** The security roles and responsibilities of each party are understood as follows:

(1) [Recipient of security service]

Roles and responsibilities in providing its own security at each MARSEC level

(2) [Provider of security service]

[-An acknowledgement by the facility that the applicant is part of their facility security plan.]

[-The nature of the security that the applicant agrees to supply to the regulated facility (waterside surveillance, increased screening, etc.).]

[-Roles and responsibilities in providing security to [Recipient of security service] at each MARSEC level.]

5. **POINTS OF CONTACT.** [Identify the POCs for all applicable organizations under the Agreement; including addresses and phone numbers (fax number, e-mail, or internet addresses can also be included).]
6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current laws or regulations of [applicable State] or [applicable local Government]. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this agreement will become effective on [EFFECTIVE DATE].
8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
9. **TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end dates for an approved grant. Party upon [NUMBER] day's written notice to the other party may terminate this agreement.

APPROVED BY: Organization and Title



FEMA

Footnotes

1. Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).
2. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.



FEMA

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Board of Trustees of the Firefighters' and Police Officers' Pension Plan

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve reappointment.

SYNOPSIS: In accordance with the Operating Rules and Procedures for the City of Fernandina Beach Firefighters' and Police Officers' Pension Plan Section 1.8: vacancies among the Resident Trustees shall be filled by the City Commission.

Resident Trustee Member Karl Ashley's term ended December 2023. Mr. Ashley submitted a request for consideration of the Honorable City Commission for reappointment to serve as the City Commission Trustee Appointment to the Board of Trustees of the Firefighters' and Police Officers' Pension Plan for an additional two-year term ending December 31, 2025. The City Clerk's Office has no additional applications on file.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Mr. Karl Ashley to a two-year term to the Board of Trustees of the Firefighters' and Police Officers' Pension Plan ending December 31, 2025.

Caroline Best, City Clerk 5/13/2024

Charles George, Interim City Manager 5/14/2024

Kim Briley

Date: May 13, 2024

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Troy Jenne <Troy.Jenne@foster-foster.com>
Sent: Monday, May 13, 2024 11:54 AM
To: Caroline Best; Kim Briley
Subject: Fernandina Beach Police and Fire, Trustee Reappointment Request

Some people who received this message don't often get email from troy.jenne@foster-foster.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Hi Caroline,

I just wanted to let you know that Police and Fire Trustee Karl Ashley would like to serve another term. If you can facilitate the council appointment process on your end and confirm the results with me when it comes around I would appreciate it.

Thank you,

Troy Jenne, Plan Administrator

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904

Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563



239.333.4TPA (4872)



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Board of Trustees of the Fire and Police Pension Plan

Position	Term	Name & Address	Phone
1	02-01-2017	Karl Ashley 1630 Park Avenue, Fernandina Beach, FL 32034 kcashley@bellsouth.net	(904) 206-4367
2	01-01-2016	Rusty Burke 204 Ash Street, Fernandina Beach, FL 32034 rburke@fbfl.org	(904) 277-7331
3	12-01-2012	Jim Norman 204 Ash Street, Fernandina Beach, FL 32034 jjnorman@fbfl.org	(904) 277-7342
4	02-01-2013	Walter Sturges 204 Ash Street, Fernandina Beach, FL 32034 wsturges@fbfl.org	(904) 277-7342
5	02-07-2023	Chris Nickoloff 553 Spanish Way W, Fernandina Beach, FL 32034 fyreman244@hotmail.com	(303) 503-1397

Board of Trustees of the Fire and Police Pension Plan

Term Length: 24 Months

Max Terms: No Limit

Number of Members: 5

Meeting Schedule: Second Thursday of the 2nd month following the end of each quarter

Meeting Time: 1:00 PM

Meeting Location:

Meeting Address:

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Laura Scott

lscott@fbfl.city

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Karl Ashley	02/01/2017	1	12/01/2023
2	Rusty Burke	01/01/2016	1	12/01/2024
3	Jim Norman	12/01/2012	1	12/01/2024
4	Walter Sturges	02/01/2013	1	12/01/2024
5	Chris Nickoloff	02/07/2023	1	02/07/2025