

**AMENDMENT ONE
TO THE GRANT AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
THE CITY OF CHIPLEY, FLORIDA**

On February 19, 2025, the State of Florida, Department of Commerce (“Commerce”), and the City of Chipley, Florida, a unit of general local government (“Grantee”) (collectively the “Parties”), entered into Rural Infrastructure Fund (“RIF”) grant agreement D0299 (“Agreement”), pursuant to paragraph 288.0655(2)(c), Florida Statutes.

WHEREAS, Paragraph D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

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

1. This Agreement is hereby amended to add the following:

**DD.CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN
PROHIBITED**

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual’s personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, “Foreign Country of Concern Attestation Form,” which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

2. **Section 1, Project Description of Attachment 1, Scope of Work** is hereby deleted in its entirety and is replaced by the following:

1. Project Description:

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(c), F.S., provides that Commerce may award grants for up to \$300,000 for infrastructure feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities in order to facilitate timely response and induce the location or expansion of specific job creating opportunities in rural communities.

The City of Chipley (“Grantee”) will use funding for survey, design, and engineering work that is needed to extend the public sanitary sewer service approximately 3,100 linear feet along Brickyard Road and approximately 3,100 linear feet along Kirkland and Usery Road. The project will include final design and engineering plans to extend the wastewater main, including design elements to accommodate the conversion of existing businesses from individual lift stations or septic to central sewer.

3. **Section 2, Grantee’s Responsibilities of Attachment 1, Scope of Work** is hereby deleted in its entirety and is replaced by the following:

2. Grantee’s Responsibilities: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

- A. Survey- Brickyard Road
 - a. Complete survey of approximately 3,100 linear feet along Brickyard Road.
- B. Design – Brickyard Road
 - a. Complete design and engineering of approximately 5,500 linear feet of PVC gravity main, utility relocation, 1,600 linear feet of asphalt pavement repair/resurfacing, removal of abandoned lift stations, and design of the new force main.
- C. Survey- Kirkland Road, Usery Road, and Vo Tech Pump Station
 - a. Complete survey of Vo Tech Pump Station and surrounding area.
 - b. Complete survey of approximately 2,700 linear feet along Kirkland Road.
 - c. Complete survey of approximately 400 linear feet along Usery Road.
- D. Design- Kirkland and Usery Road
 - a. Evaluate and design rehabilitation of Vo Tech Pump Station to include changes in pump design, electrical design, piping design, site design, and any other items needed to design a fully operational pumping station.
 - b. Evaluate and design new utilities to include design of water and wastewater facilities, utility relocation and adjustment, and roadway repair/resurfacing.

4. **Section 4, Deliverables of Attachment 1, Scope of Work** is hereby deleted in its entirety and is replaced by the following:

4. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Survey- Brickyard Road		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete Survey-Brickyard Road activities in accordance with Section 2.A. of this Scope of Work.	Grantee may be allowed reimbursements upon 20% increments up to 80%, and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following: 1)Invoice package as defined by Section 6 of this Scope of Work. 2)Copy of survey.	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 20% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 1 Not to Exceed: \$37,500.00		
Deliverable No. 2 – Design- Brickyard Road		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete Design-Brickyard Road activities in accordance with Section 2.B. of this Scope of Work.	Grantee may be allowed reimbursements upon 10% increments up to 90% and 100% completion of identified tasks in accordance with Section 2.B of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following: 1)Invoice package as defined by Section 6 of this Scope of Work. 2)Copy of final designs, site plans, plans and specifications. 3)Copy of all required permits. 4)Copy of City Commission Meeting minutes reflecting approval of construction contractor.	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 2 Not to Exceed: \$124,696.00		
Deliverable No. 3 – Survey- Kirkland Road, Usery Road and Vo Tech Pump Station		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete Survey-Kirkland Road, Usery Road and Vo Tech Pump Station activities in accordance with Section 2.C. of this Scope of Work.	Grantee may be allowed reimbursement upon 50% and 100% completion of identified tasks in accordance with Section 2.C of this Scope of Work, evidenced by submission to Commerce’s Agreement	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

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	Manager of the following: 1) Invoice package as defined by section 6 of this scope of work. 2) Copy of surveys.	Commerce shall withhold 50% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 3 Not to Exceed: \$23,000.00		
Deliverable No.4- Design- Kirkland Road and Usery Road		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete Design-Kirkland Road and Usery Road activities in accordance with Section 2.D. of this Scope of Work.	Grantee may be allowed reimbursements upon 10% increments up to 90% and 100% completion of identified tasks in accordance with Section 2.D of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following: 1) Invoice package as defined by Section 6 of this Scope of Work. 2) Copy of final designs, site plans, plans and specifications. 3) Copy of all required permits. 4) Copy of City Commission Meeting minutes reflecting approval of construction contractor.	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No.4 Not to Exceed: \$109,804.00		
TOTAL AWARD NOT TO EXCEED: \$295,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. **Attachment 2, Audit Requirements**, is hereby deleted in its entirety and replaced with the attached Attachment 2, Audit Requirements.
6. **Attachment 3, Audit Compliance Certification**, is hereby deleted in its entirety and replaced with the attached Attachment 3, Audit Compliance Certification.
7. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and are to be performed as specified in the Agreement.

Commerce Agreement Number: D0299

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement D0299, as amended. The terms of this Amendment will become effective upon execution by Florida Department of Commerce.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF CHIPLEY, FLORIDA

By _____
Signature

By _____
Signature

J. Alex Kelly

Tracy L. Andrews

Title **Secretary**

Title **Mayor**

Date _____

Date _____

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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 Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 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 Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. 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 recipient 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 recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 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 recipient expends less than \$1,000,000 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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 Commerce by this agreement. In determining the state financial assistance expended in its fiscal year,

the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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 recipient 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 recipient 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 recipient 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 recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient 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 recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Florida Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

Auditor General

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

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

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

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce 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 recipient in correspondence accompanying the reporting package.

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

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative